

An Evaluation of Risk Mitigation Strategies through prohibiting Corruption, Fraudulent, Coercion and Collusive Practices in Public Procurement Act, 2006: A Study on Directorate of Primary Education.

Dissertation Submitted in Partial Fulfillment of the
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Submitted by

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BRAC Institute of Governance and Development (BIGD)

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*Dedicated
To
My Late Mother.*

She passed away very recently

CERTIFICATE

This is my pleasure to certify that the dissertation with titled “**An Evaluation of Risk Mitigation Strategies through prohibiting Corruption, Fraudulent, Coercion and Collusive Practices in Public Procurement Act, 2006: A Study on Directorate of Primary Education**” is the original study completed by Mr. Md. Aminul Islam, Management Counsellor (MC), Bangladesh Institute of Management (BIM), 4 Sobhanbag, Mirpur Road, Dhaka-1207 under my supervision and direct guidance. To the best of my knowledge, the dissertation is an individual achievement of the candidate’s own efforts, and it is not a conjoint work.

I also certify that I have gone through the draft and final version of the Dissertation and found it satisfactory for submission to the BRAC Institute of Governance and Development (BIGD), BRAC University, Dhaka, Bangladesh in the partial fulfillment of the requirements for the degree of Masters in Procurement and Supply Management (MPSM).

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DECLARATION

I hereby declare that the dissertation on “**An Evaluation of Risk Mitigation Strategies through prohibiting Corruption, Fraudulent, Coercion and Collusive Practices in Public Procurement Act, 2006: A Study on Directorate of Primary Education**” is prepared for the partial fulfillment of the degree of **Masters in Procurement and Supply Management (MPSM)** is exclusively my own and original work. No part of it in any form, has been submitted to any other University or Institute for any degree, diploma or for other similar purposes and submitted to the BRAC Institute of Governance and Development (BIGD), BRAC University, Dhaka, Bangladesh.

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Abstract

The risks in the public procurement simply means the events that make the procurement process jeopardized and or the benefits of the public procurement are not achieved adhering to true to the processes of activities as stated in the Government's Procurement Legal Framework/ Policy. In Bangladesh country perspective the public procurement risks originated from the activities not properly maintained by the Procurement Entities (PE) as stated in the PPA, 2006, the Government's Procurement Legal Framework for public procurement.

Some potential risks may occur in the public procurement activities either from the activities of corruption or Fraudulent or Collusive and Coercion (CFCC) practices by the involved parties and or socioeconomic or sociopolitical conditions.

There are many risks involved in every steps of the public procurement process as the whole nation has stake with it. The PPA, 2006 has included many of the tools as the strategic risk mitigation tools to mitigate the risks may arise in the implementation stages of the public procurement process by the PE's operational activities. DPE's operational activities of the procurement processes were evaluated in comparison to the strategic risk mitigation tools mentioned in the PPA, 2006 in the current study.

A number of unwanted incidents which make paralyzed the public procurement process of DPE were evaluated in this research. Based on the PPA, 2006 and PPR, 2008 provisions which mitigate risks in the public procurement process were evaluated and recommended some activities which were the essence of the risk free procurement process for DPE, Development Partners and the government.

DPE, being one of the largest government organizations in Bangladesh, has to procure different types of goods and services from national and international markets both from the suppliers and consulting firms. DPE has to follow the Public Procurement Act, 2006 and the Public Procurement Rules, 2008 for procurements using GoB fund. DPE also follow PPA, 2006 and PPR, 2008 for the different stages of procurement process which are not mentioned in the Development Partners (DPs) Procurement Guidelines. But after conducting this study it was found that there is room for DPE to improve the procurement process compliance with all of the procurement Guidelines which were recommended from this study.

Possessing the necessary logistics for transforming the procurement processes from the current manual systems to the worldwide accepted electronic system, DPE should

adopt e-GP for all its procurement processes. By transforming from the manual systems to the e-GP, DPE can ensure more transparency and efficiency in procurement process with the risks from Corruption, Fraudulent, Coercion and Collusive practices at a minimum level. DPE was strongly recommended from the current study to adopt e-GP with some other recommendations for operational compliance with the strategic risk mitigation tools mentioned in the PPA, 2006.

Keywords: PPR; PPA, Risk and Corruption, Fraudulent, Coercion and Collusive,

ABBREVIATIONS

ADB	Asian Development Bank
AfDB	African Development Bank
AfDF	African Development Fund
APP	Annual Procurement Plan
BDT	Bangladesh Taka
BRTA	Bangladesh Road Transport Corporation
BUET	Bangladesh University of Engineering and Technology
CCGP	Cabinet Committee on Government Purchase
CFCC	Corruption, Fraudulent, Collusive and Coercion (CFCC)
CPAR	Country Procurement Assessment Report
CPTU	Central Procurement Technical Unit
DG	Director General
DoFP	Delegation of Financial Power
DPE	Directorate of Primary Education
DPM	Direct procurement Method
e-GP	Electronic Government Procurement
EOI	Expression of Interest
ERD	Economic Relation Division
EU	European Union
EU Directives	Public Procurement Directives
GDP	Gross Development Product
GFR	General Financial Rules
GOB	Government of Bangladesh
GPA	Government Procurement Agreement
ICB	International Competitive Bidding
IMED	Implementation, Monitoring and Evaluation Division
LD	Liquidated Damage
LGED	Local Government and Engineering Department
MDB	Multilateral Development Bank's
MoPME	Ministry of Primary and Mass Education
NCTB	National Curriculum and textbook Board
NOA	Notification Of Award
OECD	Organization for Economic Co-operation and Development
PE	Procuring Entity
PG3	Standard Tender Document for Goods (National, above 25 lakh)
PPA, 2006	The Public Procurement Act, 2006
PPR, 2008	The Public Procurement Rules, 2008
PPR,2003	The Public Procurement Regulations
PS	Performance Security
PS7	Standard Request For Proposal Document for Services (Complex)
PWD	Public Works Department
REB	Rural Electrification Board
RFP	Request For Proposals
RP	Review Panel
RFQ	Request For Quotations
RHD	Roads and Highways Department
TSTM	Two Stage Tendering Methods
UNCAC	The United Nations Convention against Corruption
UNCITRAL	United Nations Commission on International Trade Law
WB	The World Bank
WTO	World Trade Organization

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1.0 Introduction

1.1 General

The Public procurement is a very important area for the economy of the Government of Bangladesh (GOB), because it creates a big market in the country. The Public procurement is currently contributing more than 60% of the Gross Development Product (GDP). At the same time the public staffs who deal with the public procurement activities can make themselves as Experts or enhance their professionalism in this sector.

As public procurement is a huge activity, risks are everywhere and can occur from a simple error in the activities of development and administration of procurement process or an intentional deviation from the existing legal provision (Ioana Livia *et al.* 2010). The GoB is a big buyer through all of its different Procuring Entities (PE) or different sector agencies and at the same time the government is also a versatile buyer because it procures hundreds of thousands of different types of goods/ products/ services. The GOB has a legal framework to be followed for the procurement process. But the GOB's all staff in all different agencies are not equally adept and enough careful to handle the procurement activities adhering to the rules and regulations. That is why risks are involved in all the activities of the Public Procurement process. So considering all aspects and situation GOB adopted the PPA, 2006 with the provisions of prohibiting the CFCC in the procurement process in any sector of GOB to mitigate the risks in the public procurement process. Our study is to evaluate those risk mitigation strategies in the context of the Directorate of Primary Education (DPE), a big government organization that deals with huge public fund for procurement purposes in each financial year.

The Public Procurement Act, 2006 (PPA, 2006) is the sound legal framework for conducting procurements by the different sectors of Government of Bangladesh (GoB) using public funds. The government of Bangladesh has promulgated the act to provide

for procedures to be followed for ensuring transparency and accountability in the procurement of goods, works or services using public funds and ensuring equitable treatment and free and fair competition among all persons wishing to participate in such procurement including the matters ancillary (PPA, 2006).

The PPA, 2006 is a comprehensive law of government of Bangladesh having a total of 73 Sections covering all aspects of procurement related activities to ensure the best utilization of the tax payers' money. The PPA, 2006 is the highest legal document for the government of Bangladesh whose main aim is to achieve the best value for money in a transparent and accountable means treating all the persons in the procurement process equal. Based on the Section 70 of the PPA, 2006 the government has adopted the Public Procurement Rules, 2008 (PPR, 2008). The PPA, 2006 and the PPR, 2008 are complementary of one another. The PPR, 2008 contains a total of 130 Rules, 9 Chapters and 14 schedules. These 130 Rules describe possible all aspects of procurement related activities. The major activities are mentioned here, but not limited to- definitions of different terminologies which have a specific explanation in the procurement perspective, basic things of the procurement, planning of procurement, formation of different committees, tender document preparation with the request for Invitation of Bids/Tenders formats, clauses of specification preparation, tender/proposals opening and evaluation processes, approval process, the publication of contract award (notification of awards), code of conduct, procurement ethics, complaint and appeal mechanism in a descriptive mode. The PPA, 2006 and the PPR, 2008 are enacted as a set of complete guidelines in the GoB.

It is to be mentioned here that the national and international stakeholders had been awaiting to have a complete set and unique procurement guideline from the GoB, because about 30 years even after the emancipation of the country from the Pakistani regime, the Public Procurement Regulations, 2003 (PPR, 2003) was issued as the ever first legal procurement framework which was an uniform document to be followed for all the Procurement Entities (PE) under the government/ semi-autonomous and companies procurement activities using public funds.

The World Bank (WB) mentioned in the Bangladesh Country Procurement Assessment Report (2002) described that for Public Procurement purposes there is no direct constitutional order or any decree for it. The Compilation of General Financial Rules (CGFR) was adopted by the then British rule which was revised in 1951 under the Pakistani rule and reissued in 1994 and made some changes in 1999. There were some clauses as outline in the CGFR about the government contracts. The CGFR also refers to the Manual of Office procedure (Purchase) compiled by the Department of Supply and Inspection as the guide for the purchase of goods and the Public Works Department (PWD) code as the guide for works. Other than the GoB's own funded procurement the CGFR was issued in 1992 as guidelines by the Economic Relation Division (ERD) for the procurement of external funding (the loan funded procurements) which actually modeled on the WB's Procurement Guidelines. There was a provision that if any conflict arose between the GoB and the Donors, the loan condition will prevail. Many governmental departments, autonomous boards and public undertakings have their own set of manual and other public bodies follow PWD's code for the public procurement activities since 1971. But actually huge public procurement activities are done by foreign funds; the WB, Asian Development Bank (ADB) and other donors were continuously expressing their concern for the GoB's Procurement Guidelines since 1971. The report also mentioned the GoB's local procurements through the obsolete and back dated contract documents named a) 2911 which was drafted in 1932 or so for works contracts and b) 2908 which was drafted in 1930 for procuring goods under local budget of GoB.

Based on the above situation and the scenario, the WB mentioned some of its findings on the GoB's Procurement process in its report such as a) the advertisement process is not sound enough; b) the tender/bid preparation or submission time is adequate; c) specifications are not prepared allowing a wider range; d) selection/ evaluation criteria are not published; e) contract documents are not prepared for both parties; f) annulment of the bidding process and rebidding are invited without sufficient causes or logic and g) corruption and external power.

The WB recommended a number of options in its CPAR to the GoB. The report mentioned that the present procurement era should be changed by some real and achievable actions by the GoB. Major recommendations are i) Set up a Public Procurement Policy Unit under the Government which will deal with the issuing Public Procurement Policy, Rules, Procedures and Standard Tender Documents (STDs); ii) Streamline Procurement Process and Delegation of Financial Power; iii) For avoiding unnecessary delay in the approval and advertisement processes should be involved minimum layered; iv) Develop Procurement Management Capacity v) Publish Contract Awards; vi) Introduce Appeal Procedures come from the tenderer and vi) For the government staffs a rigorous code of conduct and ethics which must be followed in the public procurement process.

Besides the WB, ADB and other donor partners, The United Nations Convention against Corruption (UNCAC) desires to integrate sound procurement practices into a broader anti-corruption initiative for each country. UNCAC also desires that a sound procurement system must be equilibrium among the important targets such as competition, transparency and integrity in public procurement. UNCAC commented that if the procurement process of a government can reveal these three targets, then the procurement process can easily achieve the best value in procurement.

The PPR, 2003 was a comprehensive regulation which was profusely praised by the UNCITRAL Model Law on procurement of a construction and services. The PPR, 2003 was being adopted for all the procuring entities in country level even it was applicable to some Enterprises that spend for development or use government funds.

Now can quote GoB's logic / explanation to its people for enacting the Public Procurement Act, 2006 as a mandatory guideline and to be followed by all the Procuring Entities (PE) for doing procurement using the taxpayers' money "An Act to provide for procedures to be followed for ensuring transparency and accountability in the public procurement of goods, works or services using public funds and ensuring

equitable treatment and free and fair competition among all persons wishing to participate in such procurement including the matters ancillary there to Whereas it is expedient and necessary to provide for procedures to be followed ensuring transparency and accountability in the public procurement of goods, works or services using public funds and ensuring equitable treatment and free and fair competition among all persons wishing to participate in such procurement including the matters ancillary there to It is hereby enacted as follows- The Public Procurement Act, 2006”.

1.2 Identification of Areas of Potential Risks in the Public Procurement Process

What is risk in the public procurement? We should be clear first about the public procurement risks. In accordance with the PPR, 2008 definition of the ‘Force Majeure’ means an event or situation beyond the control of the Contractor, a Supplier or Consultant that is not foreseeable, is unavoidable, and its origins not due to negligence or lack of care on the part of the Contractor; such events may include, but not be limited to, acts of the Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes; Other than the ‘Force Majeure’ the risks in the public procurement simply means the events that make the procurement process jeopardized and or the benefits of the public procurement are not achieved adhering to true to the processes of activities as stated in the Government’s Procurement Legal Framework/ Policy. In Bangladesh country perspective the public procurement risks originated from the activities not properly maintained by the Procurement Entities (PE) as stated in the PPA, 2006, the Government’s Procurement Legal Framework for public procurement activities.

Ioana Livia *et al.* (2010) described that the risk in the public procurement may originated from a simple error in the development and administration of the procurement process, or from the set legal provisions violated intentionally.

Many of the researchers categorized a number of stages of procurement process from the initiation to contract execution (throughout the whole procurement life cycle). Kari Heggstad *et al.* (2010) described some general risks in overall procurement process as examples of Corruption risks. Then they indentified three major areas of corruption risks such as a) Pre-tendering phase; b) Tendering phase and c) Post Contract Award phase for describing the examples of Corruption risks and examples of mitigation strategies in the procurement process.

In accordance with the Guidance Note of Government of South Australia (Attorney-General's Department) 7 areas were identified as Common Procurement Risk Areas from where the common procurement risks may arise, such as

- Planning and Preparation
- Product / Services
- Procurement Process
- Industry and Suppliers
- Management
- Stakeholders
- Contract

Some potential risks may occur in the public procurement activities mentioned below are either arise from the activities of corruption or Fraudulent or Collusive and Coercion (CFCC) practices by the involved parties and or socioeconomic or sociopolitical conditions.

Though the different studies mentioned procurement stages in different names or events, but for simplification, the public procurement risks areas are mainly categorized here in three broad headings such as Tendering stage, Evaluation Stage and Contracting Stage. Each of these three stages comprises of a number of events where the different types of risks may occur from. For the Open Tendering method the areas are below but not limited to –

1. Tendering Stage (it includes the Planning to tender opening of the procurement cycle).

In this stage the following activities are included- Annual Procurement Plan (APP); Approval in different stages of Procurement process; Preparation of Technical Specifications of Goods and Terms of Reference (ToR) for selection of consultant; Formation or Constitution of Committees; Preparation of Procurement Related Documents and their Contents; Preparation of Invitation For Tenders (IFTs) or request for Expression of Interests (EOIs) and Publication of IFTs and EOIs; Selling of Tender Documents; Arrangement of Pretender Meeting (although optional) and circulation and or available of amendment(s) to all the tenderers; Amendment of TD (or Specification/Advertisement); Arrangement of Tender Submission (Primary Place/Multiple place provision); Convene Tenders Opening meeting (Public Opening);

2. Evaluation Stage (Includes the Evaluation, approval process of the procurement cycle).

The evaluation stage is a small stage but very crucial for selecting the right tenderer /supplier for successful execution of the contract and achieve the best value for money. So this stage is also an important area where the risks occur from in the public procurement process. Only Evaluation of the received tenders/ proposals are evaluated here in accordance with the preset/ pre-disclosed (mentioned in the Tender Document/ RFP) criteria and taking approval of the Evaluation Report from the competent authority are included in this stage.

3. Contracting Stage (includes NOA to handover/ use of the products/services).

With the Issuance of Notification of Award / Contract Award to in favour of the winning tenderer this stage starts occur risks. The other activities of this stage are Receiving Performance Security from the winning tenderer; Signing the Contract with the selected tenderer; Supply of goods/ Execution of works / Contract Management; Bills Pay; Capacity Development;

Others methods risks

4. Risks in Direct Procurement Methods (DPM), Request For Quotation (RFQ), Two Stage Tendering Methods (TSTM) and others methods for Services procurements.

In DPE's perspective we mention the operational risks point of view. PPA, 2006 itself is the strategic risk mitigation tool for the public procurement of in the Government of Bangladesh.

1.3 Risk Mitigation tools adopted in the PPA, 2006 and followed by DPE

There are many risks involved in every steps of the public procurement process as the whole nation has stake with it. This is because the PPA, 2006 has included some of the tools to mitigate the risks may arise in the implementation stages of the public procurement process such as Corruption, Fraudulent, Collusive and Coercion practices (CFCC).

For procurements of Goods and Works, the Standard Tender Documents (STDs) and for procurements of Services, Standard Request for Proposals Documents (SRFPs) are prepared by the GoB as the operational tools of the PPA, 2006 and the PPR, 2008. Actually these STDs and the SRFPs are standardized by the GoB for preparation of real Tender Documents (TDs) and real Request For Proposal Documents (RRFPs) for particular procurements done by all the public sector agencies using public funds. The public organizations prepare their particular Tender Documents (TDs) and Request for Proposals (RFPs) to communicate to the potential Bidders/ tenderers and the potential consultants in the procurement processes respectively for the procurement of Goods, Works and Services based on those standard documents.

In accordance with the STD PG3 (the PG3 is the Standard Tender Document for the Procurement of Goods with a value more than Tk. 25.0 lakh applicable only for national procurement) the definitions of CFCC are such as "corrupt practice" means offering, giving or promising to give, receiving, or soliciting either directly or indirectly, to any officer or employee of the Procuring Entity or other public or private

authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an act or decision or method followed by the Procuring Entity in connection with a Procurement proceeding or Contract execution;

“fraudulent practice” means the misrepresentation or omission of facts in order to influence a decision to be taken in a Procurement proceeding or Contract execution;

“collusive practice” means a scheme or arrangement between two (2) or more Persons, with or without the knowledge of the Procuring Entity, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, non-competitive levels, thereby denying the Procuring Entity the benefits of competitive price arising from genuine and open competition;

“coercive practice” means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in the Procurement proceeding or the execution of a Contract, and this will include creating obstructions in the normal submission process used for Tenders.

1.4 The objectives of the current research

The objective of the current study is as follows:

- To compare the PPA, 2006 provisions of risk mitigation tools to reduce the risks in the public procurement process in the Directorate of Primary Education (DPE).

1.5 Scope of the Study

The research will be confined on the procurement activities performed by Directorate of Primary Education (DPE), Bangladesh, which is a large government organization dealing with a giant project named the “Third Primary Education Development

Program (PEDP-3” involving a lion share for the procurement process. DPE has also a huge revenue budget for production of free Textbooks for the students of Grade I to Grade V of the country each year that directly related to the procurement activities. This is because DPE deals with public funds through its development project and its non-development (revenue budget) for procurement purposes. DPE must follow the provisions of the PPA, 2006 and its Rules, the Public Procurement Rules, 2008 (PPR, 2008).

DPE procures both Goods and Services. DPE has more than 65 thousand Primary Schools across the country. In each year it expenses a huge amount of money for theses school buildings. DPE delegates the procurement power to the Local Government Engineering Department (LGED) for construction of new school buildings and repair maintenance of old ones as DPE does not have engineering and technical know-how. The procurement of Goods and Services cover all the organization’s total activities, this study will be focused on the procurement of goods and Services conducted by the DPE.

1.6 Problems Statement

It is a sacred duty for all the government officials to use the tax payers’ money for conducting the procurements activities. At the same time the persons who come to deliver goods and provide the services to the government offices offering a price in the Tender or proposals also have the same kind of duty to the government offices as per PPA, 2006 and PPR, 2008. In the procurement process the DPE experiences fake documents and experience certificates are placed with the tenders/ offers by some of the unscrupulous tenderers or service providers. In the other cases DPE very often receives some complaints from some tenderers that they could not submit tender/ offers because of unidentified men resisted them from dropping. All these incidents are totally prohibited in the PPA, 2006 and PPR, 2008.

Like the above mentioned incidents there are a numbers of unwanted incidents which make paralyzed the public procurement process will be described detailed in this research. Based on the PPA, 2006 and PPR, 2008 provisions to mitigate those risks in the public procurement process will be evaluated and recommended some other tools which will be the essence of the risk free procurement process for DPE, Development Partners and the government. The research objectives are set to find these aspects.

1.7 The Research Question

The research questions for the present study are:

- How the risk mitigation tools act to reduce the risks in the public procurement process?
- Are the risk mitigation tools in PPA, 2006 adequate to ensure mitigating the risks in public procurement?

1.8 The Limitations of the Research

There are a number of limitations in the current study. The time constrain is the prime cause and it was the root cause of the other limitations. It is mentionable once again that the study was conducted only for the requirement of the partial fulfillment of the degree of “Master of Procurement and Supply Management.” That is why the time was not unlimited. The second limitation was the study area. Only one Government Organization’s (Directorate of Primary Education, Section-2, Mirpur, Dhaka-1216) procurement activities were considered. Only 30 People were surveyed for Primary source of data out of which 21 people were from the outside of the DPE.

1.9 Research Methodology

The current study has been comprehensive only based on the risk mitigation strategies tools included in the PPA, 2006 and PPR, 2008 and its Standard Tender Documents (STDs) and Standard Request For Proposal Documents (SRFPs). A total 30 people were surveyed and involved in the questionnaire method for collecting the primary data. Of whom 8 people were either relating to procurement financial (Bill Passing or

relating to the contract management part) activities directly or indirectly and 21 people were either supplier of service provider to the DPE, where the study was done.

As the secondary source, the Files, records and even the Auditors reports and website, news paper information were collected to complete the study. In this regard a couple of years and a number of audit reports were visited with the prior written permission of the authority of the DPE.

The qualitative and quantitative data were used in this study, based on the both necessary primary and secondary sources of data. A questionnaire has been prepared and used to collect the primary data covering in all the events or stages of the public procurement activities. It is mentionable here that the activities of the Open Tendering Method have been considered the ideal one in accordance with the PPR, 2008 (as it said the Open Tendering Method is only preferred method).

2.0 Review of Literature

For the specific literature for the current study is very scanty. But there are a number of related (not exact) literatures are available. It is to be mentioned here that the public procurement and corruption, fraudulent practice are reported in a large scale by the different researchers and or publishers or the organizations as their own references. In the description of some of the studies collusive practice came out, though the frequency is very low.

In the name of Risk management in the public procurement are also reported by a number of researchers. But when the coercion event concerns there is a poor condition of the literature across the world. It is mentionable here that coercion event in the public procurement may be described in the corruption in a broad sense in some of the studies, but there is no any hint in those papers about the coercion phenomenon.

In the Bangladesh context the coercion event is a very big issue for submission of the bid(s)/ tender(s) specifically the Directorate of Primary Education (DPE)'s tendering process. Though the coercion is a big issue for submission of tenders and ensures the competition, but even the submission of tenders is a little bit critical in accordance with the PPR, 2008 provision as the provision of multiple dropping / submission centers is discouraged to a little extent.

1. Sean Fitzpatrick (2003), identified 4 stages such as a) the specification of procurement contracts, b) the bidding process, c) Selection and d) delivery where fraud and corruption can be originated from.

2. In 2006, OECD and ADB mentioned that the Open Tendering is a standard procedure. Restricted tendering or direct procurement applicable for low-value and emergency procurements are also discussed in the PPR. They also praised the PPR for its provision of elaborative description of conditions for other than open tendering

methods which provision indicates that all these terms and conditions are against corruption.

The PPR provision of Publishing procurement opportunities in at least one Bengali one English language national daily and widely circulated news papers which ensures wide participation of the tenderers and consequently reduces the risks of collusion or failure of the tenderers to submit tenders/ bids. In addition to that criteria if any goods and works procurement exceeds BDT 1 crore (more than 50 lakh or 0.5 crore for service procurement), then it also needs to publish mandatorily in the website of the Central Procurement Technical Unit (CPTU). CPTU website having information about relevant regulations and guidelines, is contributing rigorously to the transparency of the regulatory framework.

Each Procuring Entity (PE) must form committees of at least 5 members, two of whom should be procurement experts from different Ministry of PE. The PPR has provision to impose mandatory disqualifications for the submission of any false information. Actually this rule deters the dishonest bidders which lead to their abuse by corrupt procurement agents to disqualify unwanted suppliers.

There is a general code of conducts for public officials to procurement personnel which prohibits Government staff from accepting any advantage or gift from the tenderers. It is also praised by ADB & OECD as the safeguard and intensifies in the public officials.

The PPR also has a number of mechanisms of curbing corruption and fraudulent in the public procurement process such as PE's have the authority to debar tenderer(s) from accessing to the government procurement for a particular tender or all tenders in a year or infinite time. Although this punishment may be abusively imposed by the PE as there is no any further specific penalize guidance/ criteria in the PPR. PPR also includes a complaint mechanism so that the aggrieved tenderers may complain directly to the PE. Procuring Entities are bound to reply any sorts of complaints within 5

calendar days. A separate and judicial Review Panel (RP) possible for procurement decision out of the PE's control. For supporting and Review Panel's work and also for the Post Procurement Review by the auditors the PE are obliged to keep records at least 5 years.

3. In 2006, the ADB and OECD's Anti-Corruption Initiative for Asia and the Pacific did a big analysis, comparison and criticism among public procurement practice work adopted by the 25 countries of this region for curbing corruption through their procurement procedures and practices. In doing so, the study mentioned 4 major headings each having a number of subheadings as follows:

- I. Curbing Corruption through comprehensive regulations.
 - a) Existence of procurement rules and legislation. This includes Legal Framework, Parliament approved, unambiguous and reliable over time to provide for steady and consistence practice and Transparency.
 - b) Scope of the Procurement Rules includes regulations coverings the entire procurement cycle, regulations applying to all Procurement Entities (PEs).
 - c) Harmonization of Procurement Rules and Policies.
- II. Curbing corruption through transparency and fairness.
 - a) Transparent Proceedings- includes Well define parameters, Availability of Documentations, Transparent proceedings.
 - b) Selection of the procurement method including the Deviation from Standard Procedures, Deliberate failure of Tendering, Oversight of the selection of the procurement methods.
 - c) Eligibility and certification.
 - d) Selection of the winning offer. It includes the positive selection criteria, Elimination of bidders.
- III. Curbing Corruption by promoting integrity of individuals involved in the procurement process.
 - a) Ensuring proper conduct through institutional mechanism. Under this subheading the control and oversight mechanism, integrity of

procurement agency officials and integrity of suppliers are included.

- b) Ensuring integrity through dissuasive Sanctions which includes the Penal sanctions, contract termination and liability for damage and debarment process.

IV. Curbing corruption through verification mechanism.

- a) Complaint mechanism, it includes the complaint mechanism at Administrative and Review Panel.
- b) Review and Audit mechanism.
- c) Security by civil society actors.

4. Richard Pennington *et. al.* (2007), categorized public procurement process in the broad need (as 3 pillars) Procurement Planning, Solicitation and Award and Contract Management from where the risks arise. They mentioned that planning stage can minimize risks from ill-conceived solicitations. Based on the degree of effective of risks, any organization can efficiently accept and /or avoid risks related to the procurements. If the organizations have a concrete/ strong procurement planning policy which also helps to make a clear decision, then the procurement risks do not arise. Solicitation and Award, the second pillar of the public procurement process is involved to ensure fairness, objectivity and best value. The study mentioned that public procurement attentively focus on this stage which is also involved the Ethics. The ethical standard in the public procurement can ensure the Supplier interest in furnishing supplies and services which finally goes to foster a bigger competitive environment in the Public Procurement Process. The objectivity conception in the Public Procurement ensures the equal opportunities for tenderers/ bidders (companies) to obtain public business. In the last pillar of the procurement Risk management is contract Management which ensure the legal dimension of change in the development, proper communication and waver. The appropriate management of contracting relationships between the commercial (tenderers/ bidders/ suppliers and so on) and the Public Entities is another important area of risk management.

5. Knut Leipold, a World Bank personnel, studied on Electronic Government Procurement (e-GP), Opportunities & Challenges in 2007. He showed that in the private organizations adopted an extreme growth of e-commerce, and worldwide governmental organizations have started to introduce of e-GP system as a tool to modernize and improve their public procurement systems. Actually, for accelerating the management of the public procurement process through the electronic means is a core component of the public sector as the electronic means has potential development impact. He described the usefulness of the e-GP as a close relation to the objectives of internationally recognized public procurement systems: enhanced transparency & compliance, increased performance & quality, and economic development. As the public procurement systems in low- and middle-income countries are typically far away from spending money in a transparent and efficient way, the application of digital technology offers opportunities for improvements that the public sector cannot afford to ignore.

He also mentioned the hurdles of implementing the e-GP in the public sectors with the technological advancement. Some of the hurdles mentioned in his paper are misunderstanding about the technological advancement and public officials reach and relevance for policy, training, infrastructure, design, production and delivery, as well as technical literacy and awareness. As established ways of doing business and managing government procurement have long traditions and significant change will often encounter professional and vested interests, the most important ingredient for change will be government leadership, vision and change management capabilities.

He finally mentioned that the e-GP permits a more transparent and efficient information flow and improved access to information and services and the public can easily access the transparent information on the public expenditure of taxpayers' money. He described that the e-GP can give the Enhanced Transparency & Compliance, Increased Performance & Quality and Economic Development, though it has Implementation Challenges.

6. The corruption prevention Guidelines in Public Procurement described a procurement cycle which comprises of 10 phases/ stages (2009). All the phases of the procurement cycle may be the source of corruption and corruption risks. That is why this Guideline suggested that to guard against these risks the corruption prevention measures must be instituted. To do so the Guideline mentioned corruption prevention Strategies in 6 areas such as Procurement Entity, Procurement Policy, Staffing, Ethics in Procurement, constitution of the Committees and Registration of Suppliers.

7. Ioana Livia Manea *et al.*(2010) defined that the Risk may turn into certainty either because of a simple error in the development and administration of the procurement process, or because of a deliberate deviation from the existing legal provisions-in their publication.

8. Mahmood (2010), described that the Code of Conduct, the ethics and issues of Conflict of Interest were not perfectly addressed for legislation and administrative reform of Bangladesh. He pointed out that the policy makers, professionals and academics are started realize the importance of Public Procurement in facilitating Government operation in both development and developing countries. In his systematic review from 1999 – 2010, he termed the corruption as an unmanageable problem in many developing countries. In developed and developing countries the public procurement framework alike are considered as being characterized by a continuous tension between the tax payers expectations of transparency and accountability and of efficiency and effectiveness of resource management. This situation (conformance and performance tension) exists throughout a complex procurement environment. This tension as consequently damaged by conflicting stakeholder interests at the political, business, community and management levels and exacerbated by competing claims between executives, lawyers, technologists and politicians for lead roles in this arena (Schapper and Paul, 2006).

9. Mahmood, (2010) also mentioned that the corruption has been continuing from the then British regime (from 1757) when Robert Clive took the charge over the

subcontinent. From the 1906s the local government was strengthened when the basic Democracy program was introduced the recent example of the evolution of corruption in Bangladesh (TI-2009). E-procurement is the online publishing of goods and services through electronic channels (Parida and Parida, 2005). E-procurement systems can be used helping purchasing goods and services most reasonably (Mi Jung Jee, 2010). Using Electronic devices for publishing, processing, exchanging and storing all of the information related to institutional purchases in public organization (Asser and Boughzala, 2008). Public e-procurement is an important stage in e-government development and its economic stakes are considerable. Thus public procurement systems must consult dualistic systems for two customers- government and companies (Mi Jung Lee, 2010).

The WB group is transforming its former, highly manual process of selecting consulting services into a robust e-procurement solution as part of its procurement simplification and modernization agenda (Mahmood, 2010). The e-procurement can increase transparency and competition, and minimize processing time and effort (Leipold and Kunt, 2004).

Government procurement represents 18.42% of the world's Gross Domestic Product (GDP) (Auril, 2006; Singer *et al*, 2009). Public Procurement is an influential factor in the National economy and important function of government (Mi Jung Lee, 2010). The Korea e-procurement system is recognized as a successful example of substantially enhancing procurement process efficiency by making it transparent and professional and it is recognized in the 2005 UN reports for the best practices of e-government (Albano and Dae, 2010).

10. The Guidance Note of government of South Australia (2010) for Risk Management in procurement described 7 key areas where common procurement Risks may arise from: Planning and Preparation; Product/ Services; Procurement Process Industry and Suppliers Management.

Stakeholders and contract with a list of some frequently used risk mitigation strategies. Although these suggested mitigation strategies may not be adequate for a specific procurement. That is why individual risk mitigation strategies, therefore, be carried out each procurement.

11. The United Nations Procurement Capacity Development Centre, Discussion Note (2012) mentioned two sources of public procurement Risks such as Strategic and Operational. In the Strategic source the Political: associated with a failure to deliver government policy; Economic: affecting the organization's ability to meet its financial commitments; Social: relating to delivery of organization's services; Technological: relating to organization's technological capacity; Legislative: associated with current or potential changes in the law; Competitive: associated with the cost, quality or competitiveness of a service; and Customer/citizen: associated with the failure to meet the needs or expectations of customers or citizens. Actually the strategic risks are related to the constitution of the procurement legal framework.

To manage the risks in the public procurement is operational activities and the procurement entity (organization that is accountable for the procurement) is responsible to manage these risks. They described total 7 operational risks such as: Professional: associated with the practice of procurement; Financial: associated with failure to secure a most economically advantageous procurement outcome; Legal: related to a breach of legislation; Physical: related to health, security, accident prevention; Contractual: associated with the failure of contracts to deliver goods, services or works to the agreed cost and specification; Technological: relating to the reliance on operational equipment and Environmental: relating to pollution, noise or energy efficiency of on-going operations.

They also categorized the risks as Internal and external in the discussion note. It also described mitigation strategies which can include -Accepting the risk e.g. for low levels of risk; Transferring the risk to or sharing with another party, for example to the supplier, or through insurance or even by outsourcing to a procurement agent; Reducing the likelihood and/or consequence of a risk for example through planning,

developing clear specifications, selection of procurement methods, drafting contract terms and conditions etc. and Developing contingency plans.

10. Asian Development Bank (ADB) (2012) conducted a governance risk assessment in Kazakhstan. The assessment focused on key governance risk issues and identifies mitigation strategies in the public procurement is the most important part among other areas. The public procurement system risks associated with ADB operations are i) Weak Competition in the Tendering Process, which can compromise the quality of the Selected contractors; ii) the need for greater transparency in the public procurement process to control rent-seeking and corruption and iii) the issue of local content, which could conflict with ADB Procurement Guidelines.

The ADB found the less efficient staff which should be enhanced and reduce the delay in procurement process. The price dumping is one emerging issue where bidders tender at prices much lower than the design estimates which has implications on the quality of works. The ADB suggested that the staff capacity and improving procedures will lead to timely, efficient and transparent procurement. This report also identified that the inadequate competition limits competitions and consequently compromise the quality of selected contractors and limited transparency poses the risk of rent-seeking and corruption as risk factors in Public Procurement Process.

12. Mentioning a wide ranges procurement from a simple purchase to bit and complex procurement in the public sector covering all goods, services and works the guidebook (published in 2013 from the United Nations Office of Drugs and Crime) on Anti-corruption in public procurement and the management of public finances concluded that the public procurement as a major risk area for corruption. This guidebook is also mentioned that procuring entities spent taxpayers' money and so the government has an obligation to procure goods, services and works from the different national and international organizations/ producers/ manufacturers which claim the best value for money.

The procurement value is 15 – 30 percent of the Gross Domestic Products (GDP) of different countries and all these public contracts may be lost to corruption. The infrastructure projects, defense industry, oil and gas sector and health sector are some of the big and complex nature examples of public contracts come to corruption.

13. In 2013, the UNCAC Guidebook also mentioned that for both the developing and developed countries public contracts have a propensity to corruption although they have negative effect and different measures were adopted by the governments to curb the corruption in procurement contracts.

14. In 2013, the UNCITRAL Model Law, the World Trade Organization (WTO) Government Procurement Agreement (GPA) and European Union (EU) Public Procurement Directives (EU Directives) are the models of legislation which promote the implementation of appropriate systems of public procurement multiple corruption in public procurement. All the text of these model Laws designed to promote procurement systems based on the cornerstone principles of Transparency, Competition and objectivity as required under article 9 (1) of UNCAC.

They also criticized the PPR 2003 as it does not provide for specific safeguards against corruption induced creation of “needs” or delivery of low quality goods, works and services. Analyzing PPR, 2003 they cited that the real procurements are conducted by each ministry, departments or others authority in a decentralized manner. They also praised its Delegation of Financial Power of the approving process as Cabinet Committee on Government Purchase (CCGP) approves the tenders above a certain amount of value of procurement process. It is to be mentioned here that PPR, 2003 subsequently reflected in The Public Procurement Rules, 2008 (PPR, 2008) through the Section 70 of The Public Procurement Act, 2006 (PPA, 2006).

13. Kalubanga Mathew *et al.* (2013), studied on the effects of fraudulent Procurement Practices on Public Procurement Performance in the context of Uganda. In the study they included but not limited to a) Cost / Labour mischarge; b) Defective

Pricing; c) Defective Parts; d) Price fixing and Bid rigging. The Price fixing and Bid rigging is further categorized by the study such as i) Bid Suppression; ii) Complementary Bids also known as cover or courtesy bidding iii) Bid rotation; iv) Subcontracting; v) Market division; vi) Product Substitution and vii) Spare Parts over Pricing. They also described occupational Vs Organizational fraud and Input Vs Output fraud in the procurement process with definition. They tried to distinguished fraudulent practice from the corruption practice in the Public Procurement Process. In the study, they also mentioned some Motivational and a number of Organizational/ Environmental factors that generally underline the commission/occurrence of fraud or corruption in the Public Procurement Process. The study further provided Lyons and Farrington, list of fraudulent Procurement activities that may be committed at the various stages of the Procurement Process.

14. In 2014, The African Development Bank (AFDB) and African Development Fund (ADF) jointly reviewed the AFDB's procurement policy and procedures comprehensively. They summarized the literature on Fraud and Corruption in public procurement. In accordance with them, the Debarment process acts as an Anticorruption Tool in the Project Funded by Multilateral Development Bank's (MDB) -Dissertation; Combating Corruption in the MDB; Corruption in the Public Procurement: Causes, Consequences and Curses; Corruption and Government: Causes, Consequences and Reforms. They mentioned that the Corruption is a Latin word meaning "to break" and corruption happens when something is broken. So, corruption in the Public Procurement and in developing countries occur the most.

The AFDB also mentioned that the inflated rate of project activities are not achieved as expected. Thus, this generally results in increased prices [inflated/additional costs], while, correspondingly, quality diminishes [i.e., optimum goods/service quality not received]. Consequently, one ends up with a less effective project [i.e., best value-for-money not achieved]. At any rate, once an act of corruption has occurred on such a project, the decision-makers, supervisors, and other responsible officials would have

no moral leg to stand on with respect to enforcing the ultimate achievement of its objectives.

Just as damaging, when less-qualified bidders are awarded contracts, due to corrupt and fraudulent behaviour, qualified bidders do, understandably, lose trust in government institutions, and confidence in the system. Therefore, ultimately, such bidders stop participation in bid processes, entirely [i.e., they experience “bidder fatigue”].

As corruption has a pervasive nature, its ramifications cut across different methods of procurement, be it International Competitive Bidding (ICB), or any of the other methods itemised in the Bank’s ***Procurement Rules***. Indeed, irrespective of the procurement method, care must be taken to ensure that the process is based upon good governance and integrity. Under the circumstances, a key reference document is the ***OECD Principles***, designed to prevent mismanagement, fraud and corruption in public procurement. The 10 Principles (intended to strengthen integrity and raise confidence in the management of public funds), are divided into four groups, as follows:

A. Transparency

- a. Provide transparency in the entire procurement cycle in order to promote fair and equitable treatment for potential suppliers.
- b. Maximize transparency in competitive tendering and take precautionary measures to enhance integrity.

B. Good management

- c. Ensure that public funds are used in procurement according to the purpose intended.
- d. Ensure that procurement officials meet high professional standards in knowledge, skills and integrity.

C. Prevention of misconduct, compliance and monitoring

- e. Put mechanisms in place to prevent risks to integrity. Fraud & Corruption in Public Procurement – Comprehensive Review of the Bank’s Procurement Policy
- f. Encourage close cooperation between government and the private sector to maintain high standards of integrity.
- g. Provide specific mechanisms to monitor public procurement as well as detect misconduct and apply sanctions accordingly.

D. Accountability and control

- h. Establish responsibility along with control mechanisms.
- i. Handle complaints from potential suppliers in a fair and timely manner.
- j. Empower civil society organizations, media and the wider public to scrutinize public procurement.

The AFDB also described “project cycle’s there 3 phases each having a number of stages:

- i. Pre-Tendering Phase [covering: identification of needs; planning/budgeting; and designing and/or defining project specifications];
- ii. Tendering Phase [invitation to tender; bidding process; bid evaluation; and contract award];
- iii. Post-Tendering Phase [contract implementation; supervision; and *post*-evaluation].

In relation to the above they described “procurement cycle” which manifest of corruption and fraud, therefore, one must examine and comprehend opportunities occurring during a number of key stages, namely:

- ☐ Identification of Needs
- ☐ Project Preparation
- ☐ Bidding and Contract Award
- ☐ Contract Implementation
- ☐ Contract Supervision

Fraud & Corruption in Public Procurement – Comprehensive Review of the AFDB's Procurement Policies and Procedures mentioned that as the corruption can occur at any stage. Consequently, risk measures should be taken to tackle the attendant risks within the whole procurement cycle, irrespective of its form or degree. They also mentioned the some Mechanisms/Symptoms observed during each stage of the cycle.

3.0 The Organizational Orientation

The Directorate of Primary Education (DPE), is one of the largest government organization of Bangladesh (GoB), dealing with the Primary Education System in the country. It is directly administered under the Ministry of Primary and Mass Education (MoPME) of the Government.

The head of this organization is the Director General (DG). DG always may be an Additional Secretary or minimum Joint Secretary of the government and obviously appointed or deputed by the government. The DPE is currently headed by an Additional Secretary to the Government. The status of the head of this organization has been enhanced by the government through promulgation very recently with some of other organizations. In accordance with that order, a secretary to the government may be the Director General of DPE.

DPE is such kind of organization that deals with multifarious kinds of stakeholders. It has stakeholders from the top and strategic level to the lower/ individual / citizen level. To cover all the governmental primary education systems it has conceived many development projects in addition to the non development budget.

It deals with the highest numbers of personnel across the country. It has offices from the central level to the field levels. Currently it has seven Divisions headed by the seven senior deputed officials (not less than the Joint Secretary to the government) such as Administration, Policy and Operation, Planning and Development, Monitoring and Evaluation, Training, Finance and Procurement, and Program Division.

In the organizational orientation we found that DPE has a dedicated Finance and Procurement Division headed by a Director with the four Deputy Directors. One of which Deputy Director (Procurement) with an Assistant Director (procurement) and some different officers help the Director, Deputy Director and Assistant Director for exclusively procurement purposes. In this channel the procurement activities were done.

In addition to this The Deputy Director (Finance) with the Assistant Director (Finance) help Director. In this wing of Finance Division the Account Officer, some Assistant Accounts officers help the financial side.

In the field level DPE has 7 administrative divisional offices all are headed by the Deputy Directors. Under the Deputy Directors offices the 64 District Primary Education Officers (DPEO) and the 55 Primary Teachers' Training Institutions (PTI) are working. All these offices directly supervise the Primary Schools through the Upazila/ Thana Education Officers and Assistant Education Officers (UEOs/TEOs and AUEOs).

In each Upazila, there is a Upazila Education Office headed by the Upazila Education Officers (UEOs) assisted by more than 4 Assistant Upazila Education Officers. The UEOs and AUEOs are the actual field level officers who mainly supervise the primary Schools and its academic activities as well as to administer the school teachers, activities.

In addition, each Upazila has a office named Upazila Resources Center (URC) headed by an Instructor and assisted by an Assistant Instructor. The URC is a center where subject based short trainings for the primary school teachers' are provided. The DPE through its Training Division (from head office) this subject based training regulates.

At the extreme level the Primary Schools are operated dealing with the teachers and the actual beneficiaries of the country directly regulated by the DPE are Students/ Pupils/ school Children. The Primary Schools are headed by a Head Teachers. The assistant teachers help the head teachers.

Now, DPE is expending huge public money for its Development project. In our study DPE's revenue (Non development budget) procurement and only the main project PEDP-3 procurement budgets were included, because other projects are not regulated by the DPE people. There are different projects people who deals with the projects. But the Primary Education Development Program-3 (PEDP-3) is regulated by the DPE

officials, Deputy Directors, DPEOs, Superintendent of PTIs, UEOs/ AUEOs/ Teachers. So is a main stream project. Currently DPE's Budget for the procurement of Goods is BDT 23,306.51 lakh. The consulting service budget is BDT 1303.00 lakh. DPE's Revenue Budget is BDT 5112.20 lakh.

4.0 Results and Discussion

In the current study a Questionnaire was prepared and surveyed 30 people directly or indirectly related to the DPE's procurement processes. After getting the permission of DPE the procurement related files, records and the audit reports were also went through as the source of secondary data.

In this chapter we composed all the results with some discussions (where necessary) in accordance with the question number covering all the steps of Public Procurement Process as per PPR, 2008.

Q.1. Does DPE prepare, approve and publish the Annual Procurement Plan (APP)?

In accordance with the respondents 30 out of 30 answered as Yes DPE regularly publishes Annual Procurement Plan (APP) in its notice board. It means that DPE prepares, approves and publish the APP to disclose the information for more transparency. The tenderers know about the procurements and its information. But when we compared to the secondary data, it was found that in the revised APP there are some procurement packages that were shown in the last month of the Financial Year at a risk of being over prices. Because the tenderers know that this particular package will be done in the same financial year and there is no time in hand to go re-tendering. So, PE has a risk of being charged high prices by the tenderers if there are some packages.

This question was included in the study Questionnaire because there are a number of risks are associated in preparing, approving and publishing and even timely implementing the APP. The corruption Prevention Guidelines in Public Procurement (Published from the Kenya) supported that there are some risks in the Planning Stage of Public Procurement (2009).

The PPR, 2008 main provision about Annual Procurement Plan (APP) are (but not limited to): Preparation of Procurement Planning shall be mandatory for PEs as per Act 2006 (11) & PPR 2008 (15- 17). A procurement planner must think of about the whole activities, time, methods, resources and the persons involving the procurement process for preparation of Planning. Without Planning the PE may fail to successfully done the procurement process timely and correctly. Annual Procurement Plan (APP) must be prepared as per PPR format (different form of planning for revenue & Development budget) and needs approval and publication, PE carefully split goods, works or services into package/lots. To avoid the risks and successful execution of the project (timely & perfectly) a detailed and good Procurement Planning is essential for monitor in accordance with the Planning to a) boost up the procurement process & reduces project implementation delays, b) minimizes the possibility of error & reduces subsequent work, c) contributes to enhanced project quality & efficiency. The Guidance Note published from the Government of South Australia (2013) mentioned a number of risks in the Planing Stage. Such as Unrealistic time/ cost expectations, conflict with existing supply/ contracts, limited capacity to access necessary information legal complexities delays in obtaining approval, incorrect methods of approach selected etc.

APP has an important role for timely and effectively conducting procurement packages keeping enough time in hand. APP approved as per Delegation of Financial Power, which indicates that different types (big, small and National or International) of procurement packages' information can be published with its probable estimated budget which indicates that it is more transparent.

Q.2.Does DPE apply the RFQ method unnecessarily that could be avoided?

Q.3. Does DPE publish Request For Quotations (RFQ) notice in DPE's website?

About the use of the Request for Quotation method by DPE was to intention to evaluate the risk associated with the low value procurements. More than 60% of the respondents expressed their satisfaction about the use of RFQ method by the DPE.

Low value, readily available and off the shelf goods were procured through the RFQ methods by DPE in compliance with the Rules 69 – 72 of the PPR, 2008. Observing the Secondary data there were some procurement packages done before the revised APP was approved. The DPE could not previously forecast those procurement packages using RFQ method. But for the sake of smooth implementation of the project the procurements were done before the revised APP. However, the procurements were included in the final APP of the financial year.

The PPR, 2008 provisions but not limited to- A Procuring Entity may undertake Procurement by means of the RFQ for readily available in the market standard off-the-shelf Goods and related Services, low value simple Works and physical Services, provided that the estimated value of such Procurement shall not exceed the threshold separately specified for revenue and development budget in Schedule II.

Tenderers may be required to furnish documentary evidence(s) demonstrating its eligibility by providing a valid trade license, Tax Identification No. (TIN), VAT registration and Bank solvency certificate.

The Procuring Entity shall request quotations from as many Tenderers as practical and shall obtain and compare at least three (3) responsive quotations to establish the competitiveness of the quoted price.

All quotations, whether submitted in sealed envelopes or by other means, shall be examined and evaluated by a Tender Evaluation Committee, following the procedure specified in Rule 98 on the very submission date after the deadline specified.

Table 1: Total Procurement packages using RFQ method in the FY 2013 – 2014 done by DPE.

Sl	Name of the package	Contract Value BD (Lakh Tk.)	Number of Quotations Received
1	Procurement of Digital Duplicator Machine -01.	2.14	4
2	Printing of 5 years Achievement Report	4.14	4
3	NAC Questionnaire (Bangla & Math for Class III)	4.95	4
4	NAC Questionnaire (Bangla & Math for Class V)	3.73	4
5	Procurement of Teachers, Database Software	3.75	4
6	TV Spot on Quality Primary Education-1 (1 Minute)	1.99	4
7	TV Spot on Quality Primary Education-2 (1 Minute)	1.98	3
Total Procurement Value in a single year		22.68	

In the RFQ methods there are risks about the opening of the received quotations by the TOC. But the PPR, 2008 provision is that the TEC will open and evaluate the quotations. During the evaluation the TEC evaluates ignoring the quotationer experience, VAT Trade License etc, but if the certificates are not genuine and authentic enough, then quotation must be declared nonresponsive. PE splits big packages into many slam packages which can be followed RFQ, the easier way of procurement. And so on.

In the auditor's report it was found that some of the quotations were accepted though they were submitted with back dated Trade License. But there was conditions in the RFQ document that the quotationer must submit the up to date trade license. If the

Tender Evaluation Committee (TEC) would have declared it as nonresponsive, then the quotation process must annulled in accordance with the compliance condition that at least 3 responsive quotations must be needed for ensuring competition and for issuing work order in favour of the 1st lowest quotationer. We went through the matter deeply and found that DPE did not have any bad intention to accept the quotations as the procurement was very urgent and low value and DPE did not lose any extra money as the rate was much below from the estimated cost.

It was observed that as Rule 69 (1) and Schedule II, it was mentioned that the PE shall not exceed BDT 20.00 lakh for procuring goods in a single financial year using development budget. But DPE could not follow this provision. It was also observed that those procurements were very much necessary for the project.

Truly speaking, this rule is applicable for all types of development projects from category C to A. But PEDP-3 is a giant project (actually a program with a hundreds of thousands of activities). So, there might be relaxation in this rule for annual cumulative value based on the project nature or project value.

Q.4. Does DPE publish Procurement Opportunity in the Newspapers as per Rule-90 of PPR, 2008?

The officials of DPE responded that the DPE publishes all kinds of Invitations in at least two daily news papers one Bengali and one English. The news papers are widely circulated and published from the capital city. When we compared this data with the respondents outside the DPE officials, we found the same results. That is why the tenderers and the consulting firms are pleased with the publication of the opportunity to participate in the DPE's procurement process.

We also juxtaposed the information with the files and records and auditor's reports and found that the 100% responded expressed their satisfaction with the publication of procurement opportunities in a transparent way. But in the file records we found that some of the news papers were not as famous as we expect. But, in the file records it

was written that there is a Government list of the daily news papers that are widely circulated and published from the capital city daily news papers and for the sake of transparency and accountability DPE rotates the news papers for publication of its procurement opportunities. We found that the statement was correct as we found that there were at least 30 daily news papers having DPE's procurement opportunity information.

Some of the PPR, 2008 provision are (not limited to): A Procuring Entity shall be the authority to directly advertise all Invitations for Pre-Qualification (IFPQ), Invitations for Enlistment (IFE), Invitations for Tender (IFT) and Request for Expressions of Interest for Goods and related Services, Works and Physical Services and, intellectual and professional Services, whichever is applicable in accordance with Section 40 of the Act.

- invitations shall be advertised in, at least one Bangla language national newspaper and one (1) English language national newspaper, both of which shall have a wide daily circulation within Bangladesh;
 - the Procuring Entity shall, in order to advertise, carefully apply sound judgment in choosing national newspapers which are commonly known and ubiquitously accepted as having wide daily circulation;
 - where more than one (1) edition of the newspaper is published on the date of publication of the advertisement, the Procuring Entity shall ensure that the advertisement will be published in each copy of every such edition;
- if cost of the advertisement is a factor for wider publication, the Procuring
- Entity may consider reducing the size of the advertisement and advertise in a higher number of newspapers to ensure wider distribution and transparency;
 - subsequent changes or amendments to any invitation shall also be re-advertised preferably in the same newspapers and websites where it was originally published;
 - all invitations shall also be advertised in the Procuring Entity's website, if any;
 - the Procuring Entities shall send Invitations for Procurements where potential contract values are estimated to exceed the amounts specified in Schedule III, or as decide by the Government from time to time, for publication in the CPTU's website.

Kari Hegstad, *et al.* (2010) mentioned that there are risks in the publication of invitation notice. Kunt Leipold, (2007) also reported that some procurement agency manipulate access the procurement notices when they published in the news papers. That is why he proposed to introduce the e-GP system which can reduce the risks of publication ensuring wider competition.

Q.5. Does DPE ready Tender Document prepared to sale with the publications of invitations and keep register for selling Tender Documents?

From the primary source of data though we got the 80% positive results in favour of DPE that DEP prepares and make the tender documents available for sale to all the persons. But the rest of the respondents expressed their views that always DPE cannot prepare the Tender Documents with the publications of the procurement opportunities. In those cases the tenderers representatives went back without having bought any tender document from DPE immediately after the publications of the procurement notices for some national procurements packages.

We should mentioned that for all the International Competitive Bidding (ICB) and for the Consulting services Packages DPE invariably prepared the Bid Documents as well as the Request For Proposal (RFP) before publication of Expression of Interest (EOIs).

DPE keeps records (register) of selling Tender Documents (TD). The suppliers have to put detailed particulars for buying a tender document from DPE. A sale registers are available in DPE. In addition to keeping register DPE staff regularly deposit the money of selling Tender Documents to the government exchequer since it is treated as government money after the deadline of the particular procurement process. It is also a risky area. But there was found that DPE took at least an application from the authority in its letter head pad for buying the Tender Document that is a precondition for selling the Tender Document which is slightly different from PPR provision. head pad This question was included in the study Questionnaire to compare the PPR provision and to see the risks related to keeping and not depositing the money to the government exchequer.

The PPR, 2008 main provision (but not limited to): Tender Documents shall be made available to Tenderers as soon as the relevant advertisement is published under Rule 90. All prospective Applicants or Tenderers shall be provided the same information and be assured of equal opportunities to obtain additional information promptly upon request. The Procuring Entity shall record all Persons to whom Tender Documents have been issued and such records shall have a reference number and include full contact details, such as ID or personal details, mailing address, telephone and facsimile numbers and electronic mail address, if applicable. There shall not be any pre-conditions whatsoever, for sale of Tender Document to and the sale of such Document shall be permitted up to the day prior to the deadline for the submission of Tender.

Q.6. Do you think that DPE's Standard Technical Specification Committee prepares un-bias/ wide range of specifications?

A mixed reaction was found from the respondents. Because, the respondents outside of DPE responded that they have no information about the formation of Standard Technical Specification Preparation Committee of DPE. But as they submit tenders to the DPE and being qualified by the meeting the Technical Standard, so they know about the technical specifications. On the other hand respondents of DPE staffs answered that DPE's Standard Technical Specification Committee prepares un-bias/ wide range of specifications.

When we observed the secondary data (actually the files, records, audit reports etc.) we found that DPE has a number of Standard Technical Specifications Preparation Committees for preparation of wide range of specifications that is biased to none. We can mention here some of the committees as examples. For procurement of IT related goods the committee was formed with IT people, Vehicles related goods with the Bangladesh Road Transport Corporation (BRTA) people, printing related committee with the National Curriculum and textbook Board (NCTB) people. All these committees are headed by the line Divisions (the user departments) and other experts from the DPE. So, we found that there is check and balanced mode for preparation of

technical specifications in a wider range or un-biased way. We should mention here the another examples of un-biased and wider range of technical specification preparation for large scale procurement of ICT related items (Laptops, Multimedia Projectors). Recently DPE arranges a meeting with the people from Bangladesh University of Engineering and Technology (BUET), University of Dhaka, Bangladesh Computer Council (BCC), The World Bank, DPE and Ministry of Primary and Mass Education (MoPME). Finally the prepared Technical Specifications for the procurements of Laptops and Multimedia Projectors gradually for the 65,000 Government Primary Schools (GPS) across the country.

The preparation of specification is the prime area of risk in the public procurement process. Because the selection of the right or competent tenderers/ businessmen is very important from the competitive common pool of the same kind of businessmen/ traders/ vendors/ suppliers ensuring the transparency and accountability in the public procurement, so the wider Technical Specifications ensures the wider participation of suppliers.

The Kenyan based Corruption Prevention Guidelines in Public Procurement and Guidance Note of South Australian Government mentioned that the risks are very potential at the technical Specifications area.

The PPR, 2008 main provision (but not limited to): Technical Specifications prepared by Procuring Entities shall, where appropriate, be-expressed in terms of performance or output requirements, rather than specifications linked directly to design or descriptive characteristics which may tend to limit competition; (b) described in clear terms on the basis of international standards, if any, or national or authorized national standards or code or generic name. There shall be no reference, in technical specification of Goods, to a particular trade mark or trade name, patent, design or type, named country of origin, producer or service Supplier.

Notwithstanding anything contained in Sub-Rule (3), if a Procuring Entity does not possess adequate technical expertise for preparing generalized technical specifications to make the specifications fully understandable to Tenderers it can make a reference to a particular branded product, but in such case shall add the words “*or similar or equivalent*” to the specification.

Q-7: Does DPE apply the provision of Multiple Dropping Centre for submission of tender(s) or Bids?

From the 100% respondents and the file and records of DPE it was found that DPE has not been applying the Multiple Dropping Center provision for easier submission of tenders or bids by more tenderers.

DPE actually using the International Competitive Bidding (ICB) following the World Bank’s (WB) Procurement Guidelines for WB’s funded procurements. In accordance with the WB Procurement Guidelines there is no option to submit the Bids/ Tenders in more than one place. The WB’s same guidelines are using at least 70 countries across the world. That is why the WB, Dhaka Office cannot permit DPE for arranging a number of bid submission centers (Multiple Dropping Center provision) changing the world wide accepted rules.

The provision of Multiple Dropping Centers in the public procurement process should be an essential and obligatory option for all the PEs considering the sociopolitical aspect of Bangladesh, where the musclemen resist other people to submit the tender(s) after only his/her tender submission. Knut Leipold (2007) supported the sociopolitical pressure on the public procurement process in his study of Electronic Government Procurement (e-GP) Opportunities and Challenges. He mentioned that even e-GP cannot give assurance for reducing corruption, but the strong political will.

But DPE has not been keeping the Multiple Dropping Center provision for the Government own funded procurements, which are being followed the section and

rules of PPA, 2006 and in the PPR, 2008 respectively. In the PPR, 2008, there is also discouraging the Multiple Dropping Center provision. Because there is no opportunity to keep this provision for the procurements below Tk. 30.00 lakh. If any PE would like to keep the Multiple Dropping Center in its big procurements (the package value more than Tk. 30.00 lakh), then PE must take prior approval from the Secretary of its regulatory Ministry.

We now see the PPR, 2008 provision about the Multiple Dropping Center provision for the Public Procurement process as follows:

The PPR, 2008 provision of Rule 96 (11) (not limited to): Tenders shall be received and opened in one location, but in exceptional cases, a Procuring Entity may allow 'multiple dropping' in which case the following guidelines shall apply:

- (a) 'multiple dropping' will be used only for Procurements above the threshold value specified in Schedule III (the figure is 30.00 lakh BDT);

- (b) the Secretary of the concerned Ministry or Division shall approve the use of this procedure for the concerned Procurement;

Knut Leipold (2007), described that recently the world wide reforms are made from the manual system tender dropping system to the electronic systems of tender dropping. Researchers firmly claimed that the electronic system ensures more competition. It is the easiest way of tender submission without being threatened by musclemen or by the coercion practitioner. If we analyze the electronic system of bid dropping or e-tendering, then we found that the tenderers can easily submit their tenders from sitting their home and even from any corner of the world without facing any obstacle by any external force/ pressure. In Bangladesh, LGED, RHD, REB and some other agencies have been using the e-tendering processes for more than two years.

Q.8. Do you think that the provision of Multiple Dropping Centre can reduce Coercion Practice?

In Bangladesh context the tender submission for different tenderers is a little bit problematic. The respondents under study answered that yes the Multiple Dropping Center provision can reduce Coercion Practice to some extent. Because the bad practitioners frequently make obstacle or attack on the other tenderer to submit tenders as they know only one tender is enough to get Notification of Award (NOA) or Contract Award if there is an advertisement as per Rule 90 and the price is within the estimated cost meeting the requirement of the technical specifications. So, if there is a provision of submitting tenders in more than one place then it would be tougher to resist the tenderers to submit the tenders in all places by the musclemen. As this is a common phenomenon in the country and it happens frequently by the musclemen at different PE's offices.

To resist the phenomenon of refraining tenderers from the submission of tenders by the other tenderers after submission of only one tender by the musclemen and tackling the incident of snatching the tender box from the PE's office, the cabinet meeting decided to introduce the e-tendering for all the government, semi-government and autonomous organizations in their 4th meeting (decision number 13).

The cabinet meeting decision and its order to the public offices to take initiatives for shifting the manual system of tender submission to the e-tendering system (Online system) process to avoid rent seeking and attacking bidders or tenderers on their way to bid/ tender submission only one tender in the procurement process or a low competition in the tendering process. The ultimate objective of adopting e-tendering process is to ensure a wide competition in the public procurement process.

If we look at the e-tendering or e-GP process what do we see? We can see that any tenderer/ bidder can submit its tender/ bid from its home safely and even from the remote corner of the world (just need an online connection). In this process the

submission of tenders taken place without any hindrance by the musclemen and consequently wider competition is ensured. Knut Leipold (2007), supported that e-GP really improves the governance and administration and reduce Corruption including Coercion Practice. In this case bidder / tenderers need not come up to the box to drop tenders and it can ensure wider competition. From this information we can said that if PE can arrange multiple dropping center provision, then Coercion practice might be reduced as the e-tendering minimized the Coercion in the public procurement process.

I would like to mention that the Cabinet Committee on the Law and Discipline has taken a decision in its 4th meeting that Electronic Government Procurement must be introduced in all the government, semi-government, autonomous bodies and the tender processes should come into online System to curb the so called threat on the way to tender submission, snatching of tender boxes or these types of risks those hamper the competition in the public procurement process. So, the sociopolitical aspect of the country is very important in the public procurement process.

The transformation to e-GP from the manual systems is to ensure wider competition in public procurement process. That is why if PE can have a provision to keep tender Boxes in a number of places (Multiple Dropping Center), then the coercion practices might be reduced to some extent.

Q.09. Does DPE make necessary arrangement so that tenderer(s) can submit tender(s) any day before the deadline?

All the respondents answered negative i.e. DPE cannot make necessary arrangement so that tenderer can submit tenders any day before the deadline. It must be easier for the tenderer to submit their tenders from the PE. DPE does not receive tenders in its premise. DPE only arranged the tender submission event in the Bangladesh Secretariat gate in the last time (just in the morning of the deadline). That cannot ensure the wide competition in the process. We found from the records and files that DPE tried its best

to receive all the tenders at its premise with the help of the personnel of law and order enforces. But the tenderer from the other part of where DPE is situated cannot come to drop the tenders. Some people resisted a number of times to the tenderers for tender dropping. DEP could not succeed to create a congenial environment for process of submitting the tenders by the tenderers without being attacked by the musclemen.

DPE procures different types of goods in a large scale and consulting services for its office purposes in every year. As it is a very big government organization and it expenses a huge public budget in each year, it must create a congenial environment so that tenderers can submit tenders without facing any hurdles.

It is to be mentioned here that DPE has kept a provision to collect tender documents from online without coming DPE for which DPE can be praised profusely. But in this case the tenderers who collected the online tender documents must submit tender physically reaching at the submission spot (at the gate of Bangladesh Secretariat, Dhaka) with a Bank receipt of purchase of tender document.

It was observed that DPE can sell the tender documents in a large scale. But the number of tender submitted or received tenders was poor though there were other conditions for non submission of tenders, but hassle free and a congenial environment are desirable for submission of tenders in the public procurement to reduce the CFCC practices. We can see the following table having the number of Tender Documents sold and number of Tenders received.

Table-2: 15 procurement packages having the number of Tender Document sold and number of Tenders received.

Sl	Name and Description of Package	Tender Document Sold	Tenders Received
1	Printing and Supply of Need based Sub-cluster Training Manuals.	7	1
2	Printing and Supply of Annual School Census Report-2011	6	1
3	Printing and Supply of Calender-2013	12	3
4	Supply and Installation of Laptops with Sound System.	10	4
5	Supply and Installation of Desktop Computers	9	5
6	Supply and Installation of Multimedia Projectors	18	5
7	Supply of DVD Disc	5	3
8	Printing and supply of Optical Mark Reader (OMR) Sheets	3	2
9	Supply of Internet Security and 10KVA UPS Battery	5	3
10	Supply of 4 WD Vehicls-2	1	1
11	Supply, Install and Testing of Photocopier-68	7	5
12	Supply, Install and Testing of Laser Printers-290	7	4
13	Supply of Gold Cup	4	3
14	Supply of Office Contingency (Stationery, Toiletries, Cookeries and Toners)	15	10
15	Supply of Clothe Pasted Envelopes.	6	3

From the above table we can see the number of Tender Documents sold was much higher than the number of Tenders received for most of the procurement packages, although the number of received tenders in some nominal packages was satisfactory. The incident of attacking on the people/ tenderers before submission was not much reported by the researchers in the world. But in Bangladesh and only in the public procurement this incident occurs. DPE could not free itself from this incident for its procurement process.

Additionally we found that DPE convene the public opening meeting for all the tendering processes. To do so the DPE staffs have to face additional burdensome work of arranging and taking permission from the Secretary of MOPME for holding the tender opening meeting in the sixth floor of Building-6, in Bangladesh Secretariat mentioning the names and numbers of staffs and probable tenderers or their representatives certainly one day before the deadline. Accordingly in the morning of the deadline procurement staffs of DPE arranged a Tender Box in front of the Bangladesh Secretariat Gate for receiving tender(s). Knut Leipold (2007), mentioned a number of good sides of using e-GP to reduce the opportunity of corruption, fraudulent, collusive and even coercion practices which are very common in the manual procurement process. In his study on the e-GP Opportunities and Challenges, also mentioned that the strong political will, management and leadership are very needed to design and implement appropriate e-GP system which can ensure maximum transparency and compliance.

The PPR, 2008 main provision (but not limited to): All Tenders received shall be kept in a secure and safe place with the Procuring Entity as their custodian. Locked Tender boxes or cabinets may be used or when the Tenders are in large volumes or in envelopes that are large or thick, they may be directly received by an assigned officer of the Procuring Entity. When a Tenderer submits a Tender directly to the officer assigned by the Procuring Entity, that officer on request from the Tenderer shall issue an acknowledgement of receipt stating the date and time. An acknowledgement of receipt shall also be given when a Tender is sent through either courier service or by post.

We found that DPE did not mention in the Invitation of Tenders that the tender(s) may be submitted to the DPE in every office days to the respective officers. It would help much. After received of the tender in this process the officer acknowledge of reception and make the tender to the opening meeting.

Q.10. Does DPE form TOC & TEC before publishing the IFT and keep outside members in the committees as per PPR?

Again the respondents were divided into two groups. The DPE procurement staffs claimed that DPE always forms all types of procurement committees needed for the organization before the procurement opportunity is published. The other group from the outsider of DPE responded as they do not know when DPE forms its procurement committees.

When we compared and collected the secondary data it was found that the DPE respondents were true to their claims. DPE always forms all types of Tender Opening Committee (TOC) and Tender Evaluation Committee (TEC) before the invitation is published. In some cases if Ministry of Primary and Mass Education (MoPME) takes much time for approval of DPE's proposal about the formation/ construction of the procurement committees, then only in that case the invitation published in the news papers. But obviously the MoPME gave its approval before the Tenders submission deadline. We can mention a case about the MoPME's approval of formation of committees here that Ministry gave its approval on two different types of committees for evaluation of Tender(s)/ Bid(s)/ Quotations and Proposals on 19 September 2014. The date was very late as the tendering process were in progress and actually the tenders were opened using the previous committee and accordingly the old committee evaluated the tenders in one meeting. At this stage MoPME gave its approval. But DPE continued the evaluation process using the old committee and it did not consider the MoPME's order for those procurement processes. After the ongoing procurement processes were over then DPE considered the MOPME's approval. The Bid Opening, Bid Evaluation Committees (BOC/ BEC) were same as the TOC and TEC. We also observed that DPE sometimes forms Technical Sub Committees (TSC) for particular and special technological items during the Bid or Tender evaluation process. But when the TSC is concerned PPR, 2008 Provision is that the TSC is formed only when the TEC needs extra help from the Technical persons for more clarity about the evaluation purposes. However, we did not find the case of removal of the member(s) from the

committees. We found that the members of the evaluation committees certified themselves both individually and collectively as they do not have any business relationship of the tenderers in the tendering process and they did not skip any matter of PPA, 2006.

We also found that a wide variety of the other ministry's members are included in the procurement committees. We should mention that for the purchase of Vehicle a Bangladesh Road Transport Corporation member and Bangladesh University of Engineering and Technology (BUET) member is also included. The National Curriculum and Textbook Board (NCTB) member is included for printing items procurement committees. In all the committees the line divisions' member is must as they are the user department in the DPE portfolio.

The main provision of PPR, 2008 about the formation or Constitution of Committees are but not limited to:

Tender Evaluation Committee (TEC) or Proposal Evaluation Committee (PEC) shall be formed comprising of members, as specified in Schedule II, prior to the invitation for Application, Tender or Proposal has been issued, but certainly must be formed before the deadline for submission of Applications, Tenders or Proposals.

The Evaluation Committee formed under Sub-Rule (1) shall include external members having knowledge required for evaluation and, who shall be nominated by designation: provided that, for procurements of values within ceilings mentioned in Schedule II.

Tender pr Proposal Evaluation Committees shall be formed in accordance with the said Schedule II.

The Approving Authority shall form the Evaluation Committee; but when the approving authority is at the level of a Board of Directors or a Ministry or if the CCGP is the recommending authority, the Evaluation Committee shall be appointed with the approval of the Chairperson of the Board or the Secretary of the Ministry or Division, as the case may be.

Notice inviting meetings shall be sent to all members of the Evaluation Committee and the meeting shall be held valid only when the minimum number of members, specified in Schedule II , are present.

The Evaluation Committee shall, to the extent practical and possible, work continuously once they have begun an evaluation in order to complete evaluation within the time limit prescribed under Rule 36.

The Evaluation Committee members themselves on their own responsibility following the provision of the Act, these Rules and the terms and conditions of Application, Tender or Proposal Documents shall - (a) examine and evaluate the Applications, Tenders, Expressions of Interest or Proposals; (b) prepare the Evaluation Report with recommendations; and (c) submit the Evaluation Report directly to the Approving Authority in a manner as prescribed under Rule 36.

In order to ensure smooth operation of the Evaluation Committee, a provision for an incentive, fee or honorarium, in the rate mentioned in Schedule II or as may be determined by the Government from time to time, for each Evaluation Committee member shall be made.

The necessary budgetary provisions for payment of fees or honoraria under Sub-Rule (15) shall be made in Revenue or Development Budget.

Checklists stated under Sub-rule (18) showing the time spent at each stage starting from invitation Application. Tender or Proposal shall be attached to the Evaluation Reports by the Evaluation Committee and forwarded to the officer next to whom the Evaluation Report is to be submitted in accordance with the approval process and who will have to similarly fill in the time spent at his stage n in the checklists and forward it to the Approving Authority with the Evaluation Report and other necessary Documents. The checklists mentioned in Sub-Rule (17) shall be as Part A, Part B and Part C as applicable, of Schedule IV.

A provision to pay the honourarium to all the members for each meeting of Tender Opening and Evaluation in the different figure based on the estimated cost of the package. We found from the records that DPE regularly paid the honourarium in compliance with the provision.

Q.11. Does DPE suffer the high prices quoted by the tenderer in the time sensitive tenders?

DPE has to suffer a lot in the procurement process of time sensitive tenders. DPE needs more or less 11 crores of free textbooks for its 2 crore and 33 lakh pupils from Grade I to Grade V throughout the country each year. Actually DPE needs these huge amount of textbooks get printed and distributed to all of DPE's 505 Upazila Education Officers' offices (UEOs) before the academic year starts (i.e. within December) and it is a highly sensitive issue for DPE. Because it is a national issue and it is government's mandate to distribute the free textbooks to all of the pupils before 1st January in each year. In this case DPE takes assistance from the National Curriculum and Textbook Board (NCTB). NCTB's Primary wing and some other staffs with the top positions also help to this process. NCTB prepares a Bid Document with the permission of DPE and advertised for selection of Printing Presses. Then NCTB evaluates the Bids with the members of DPE in the meetings. Again with the permission of DPE, NCTB signs the contracts with the printing presses owners. DPE people (a number of committees) monitor the printing presses during the book printing, binding and distribution of books to the UEOs offices in due time. Here we observed that NCTB does not have enough time to re-bidding process if any lot or package failed to sign contract. Here is the risky area for PE to sign the contract with the printing presses with a justified price. The printing presses offered a high prices in this situation as DPE/ NCTB do not have time to complete the Bidding process and cannot sign the for printing and distributing the books within December.

When we compared the contract prices of the Free Textbooks printing and distribution packages with those of printing and distribution of Pre-primary books packages it was found that the contract prices of Free Textbooks printing and distribution packages were much higher than the contract prices of printing and distribution of Pre-primary books packages in the same size and same quality. It is mentionable here that the printing and distributing of Pre-primary books packages were not time sensitive. Because, if NCTB failed to sign the contracts with the printing presses owners for printing and distributing of Pre-primary books, then NCTB would take initiatives to re-bidding process as there is enough time to do so. So, the risk of higher prices in this case is minimized.

The provision of PPR, 2008 (but not limited to): Preparation of Procurement Planning shall be mandatory for PEs as per Act 2006 (11) & PPR 2008 (15- 17). To avoid the risks and successful execution of the project (timely & perfectly) a detailed and good Procurement Planning is essential. PE shall monitor in accordance with the Planning to

- a) boost up the procurement process & reduces project implementation delays;
- b) minimizes the possibility of error & reduces subsequent work
- c) contributes to enhanced project quality & efficiency

Q 12. Does DPE arrange Pre-tender conference/meeting for each tendering process?

Based on the respondents' answer and information from the secondary sources it was found that DPE does not arrange Pre-tender conference/meeting for each tendering process. Arranging the Pre-tender meeting or conference is an optional step in the tendering process as per the provision of PPR, 2008. Rule 94 (10) is- A Procuring Entity may, in order to explain the purpose and other requirements of a particular Procurement and respond to questions from potential Tenderers, hold a Pre-Tender meeting and Rule 94 (11) is – All Tenderers who have purchased or wish to purchase the Tender Document shall be permitted to attend the pre-Tender meeting but the

minutes shall be circulated only to those Tenderers who have purchased the Tender Documents within the period specified in Schedule II.

Though holding the pre-tender meeting is an optional event for all the procurement processes, but if PE holds a pre-tender meeting in any procurement process, then there are a number of risks associated with the pre-tender meeting minutes circulations within the stipulated PPR mentioned time and to ensure to reach to the all tenderer even with who bought TD but did not attend the meeting. If any amendment(s) necessarily come as output from the pre-tender meeting both in the technical specifications and conditions of the Tender Document (TD) PE must take care of it with the compliance of Rules. If PE prepares and circulates the pre-tender meeting minutes after the stipulated time to all the tenderers who bought the TD, then PE must extend the submission time in compliance with the Rule 90 (Advertisement) of PPR, 2008. PE must remember that the minutes of the pre-tender meeting is an inextricable part of the tender document and it will ensure that the organizations who purchase the tender document(s) after the pre-tender meeting (and they did not attend the pre-tender meeting unknowingly) with the minutes of the pre-tender meeting.

We found that DPE does not hold the pre-tender meeting for its common item procurement packages such as printing materials; Cloth pasted envelopes, Optical Mark Reader (OMR) Sheets etc. DPE arranged sample exhibition for the whole month for the procurement of Office Stationery items to ensure the quality of the goods which was a good initiative. But DPE holds pre-tender meetings for the technical items (such as Computers, laptops, multimedia, sound systems etc.) and carries out the subsequent events if needed.

Q. 13. Does DPE ensure that the amendment (if any) reach to all the tenderers equally for tendering process?

In accordance with the Rule 95 of PPR, 2008 modification to tender document either from the PE's need or mistakes or an output of holding pre-tender meeting

amendment(s) may originated in the tendering process. That is why this question was included in the current study as there are a number of risks are associated with this event.

In accordance with the Rule 95 (but not limited to)- At any time prior to the deadline for the submission of Tenders, a Procuring Entity may, on its own initiative or in response to an inquiry by a Tenderer or as a result of a Pre-Tender meeting, modify the Tender Documents by issuing an addendum. This addendum an integral part of the Tender Document and shall have a date and an issue number and must be circulated by fax, mail or e-mail, to Tenderers who have purchased the Tender Documents within the time specified in Schedule II, to enable Tenderers to take appropriate action.

We found from the records that DPE circulates the addendum (if any) in any tendering process to all the tenderers who purchased the tender documents. DPE ensured to sell the tender documents with the amendments to the firms or organizations who buy the tender documents after the amendment came. DPE also published the addendum notice in all the News papers where the 1st publications were published including all the websites. DPE also extends the tender submission time if needed as per PPR rules. For example we just like to mention here a case- In the procurement of 24 Cross Country Vehicles and 55 Microbuses procurement packages DPE held Pre-Bid meeting on pre-disclosed date and time. After the meeting is over some amendments came from the Bidders side. DPE prepared minutes of Per-bid meeting and subsequently informed to the Standard Technical Specification Committee to have comments as the Bidders advised to make some changes in the technical Specifications of the Vehicles. After receiving the comments and a corrected Technical Specification from the Committee there was no enough time to remain fixed the submission time as published in the 1st time. DPE extended the submission time as per PPR, 2008.

Interestingly, we should mentioned that the PPR provision about the distribution of the amendment(s) to all the tenderers who already bought the particular tender

document(s) in the schedule time is very much important. If PE fails to distribute the amendment to the tenderers even only for one day, then the time of the tender submission time must be extended again based on the PPR provision, though there is extra expenditure, lead time problem etc.

Q.14. Does DPE evaluate tenders in accordance with the pre determined criteria as stated in the tender /RFP documents?

Majority of the respondents answered that DPE evaluates tenders based on the pre-disclosed criteria (mentioned in the Tender Data Sheet (TDS) or in the Evaluation section or other part of the document). Some of the tenderers commented that DPE does not always evaluate the tenders based on the criteria mentioned in the Tender Documents. They also commented that DPE applied its own judgment in the evaluation of tenders instead of based on the criteria mentioned in the TDS. The consulting firms' people who were surveyed for this study also responded as 'No'. They commented that DPE does not evaluate the technical proposals as the criteria mentioned in the Request For Proposals (RFP) or Terms of Reference (TOR). They said DPE applied its own judgment sometimes in favour of particular consulting firm. DPE Staffs who were surveyed claimed that DPE always evaluated the tenders or proposals in accordance with the conditions of tender documents/ proposal documents. Then we compared the situation from the minutes of the Tender/Bid Evaluation Committee (TEC or BEC) for some of the packages. We found that the tenderers who answered negatively to this question were found that they either offered 1st lowest or 2nd lowest tenders in the tendering processes. But they could not achieve the contract award (Notification of Award, NOA) from DPE. For more clarity we should mention the fact that most of these types of cases the Tender evaluation Committee's minutes were surveyed and it was revealed that the tenderers submitted tenders with either fake experience documents or incomplete tenders, or there were arithmetic correction(s) in the price schedules or their offered could not meet the requirements of tender document/ technical specifications.

We reviewed the minutes of the Consultant Selection Committee (CSC) for some of the packages to find out reality of the comments of consulting firms' people that DPE's evaluation committee applied its own judgment for evaluation purposes instead of applying predetermined criteria.

We also found that in a few number of cases the Tender Evaluation Committee (TEC) applied its own judgments for evaluating the tenders and proposals / EOIs to meet some factors such as time, situation, urgent requirement of the items and so on. For example, in one case, the 1st lowest tender's trade license was back dated (which was proved as genuine after the post-qualification done) but the TEC considered it as minor deviation and accepted the tender. Actually tender could be declared as non-responsive in accordance with the condition stated in the tender document (it was said that the up to date trade license should be submitted). But the difference between the prices of the 1st lowest and the 2nd lowest was very big. If the TEC rejected the 1st lowest tender for this condition, then the Government would lost more money for procuring same goods. And also it would be the food for the auditors in the Bangladesh perspective to put many comments. They would simply say that the government staffs paid extra money to the 2nd lowest tenderer in a collusive practice instead of accepting the 1st lowest minor deviation. In the situation if the price difference would be at least, TEC would accept the 2nd lowest tender rejecting 1st lowest. But here is the dilemma for the TEC to handle and take decision with the government fund.

Q.15. Does DPE approves all the tender evaluation reports in accordance with the Delegation of Financial Power (DoFP) and as per allowed time?

Again most of the respondents answered yes DPE approves the evaluation report like the Annual Procurement Plan (APP) from the competent authority in accordance with the Delegation of Financial Power which is a very risky area. The government has delegated its power to its public servants based on the government General Financial Rules (GFR) published by the Ministry of Finance. The United Nations Office on

Drug and Crime (2013), profusely praised the PPR provision for the approval procedures as it has kept an opportunity to the Cabinet Committee on Government Purchase (CCGP) for big procurement packages exceeding certain amount.

Though the outsider of DPE respondents were not supposed to answer this question properly, but as they visited DPE after submission of their tender(s) proposals and used to the system of DPE for the approval of tender or proposals evaluation reports.

DPE staffs rightly claimed their position in favour of approving the Bid Evaluation report (BER) or Tender Evaluation Report (TER) or other as per Delegation of Financial Power (DOFP). We compared the incidents and found that fact that the DPE always followed DoFP for approval process. Here we can mention a recent one incident as example of procurement of 3504 Multimedia Projectors divided into two lots. Lot-1 was for 2011 units and Lot -2 was for 1493 units of Multimedia Projectors. After getting the No objection from the World Bank (WB) on the Bid Evaluation Report (BER) of Lot-2 for procuring 1493 units of Multimedia projectors with the evaluated 1st lowest bidder BDT 6,02,80,812.68 That is a separate contract and indicated that the Director General of DPE has every authority to approve the lot. But as per PPR, 2008 Rule 17 (5) a total value of the package considered and total package value exceeded BDT 10 crore, beyond the DG's approving power. That is why DPE sent the BER to the next higher authority for approving the Lot as per PPR and its delegation though the value of the Lot was under the DG's approving power.

But when we observed the incidents of approval of the Tender Evaluation Report (TER) or Bid Evaluation Report (BER) or the Proposal Evaluation Report (PER) it was found that for most of the big and ICB procurement packages a huge time has been elapsed for evaluation purposes. In some cases with the very logical grounds and sometimes without any justifiable logic the time passed in the name of evaluation processes. And for passing the unnecessary time after the Bid / Tenders open and could not complete the evaluation process or could not able to prepare the BER or TER within the time normally allowed in PPR for evaluation. Consequently Extension of Validity Period of those procurement packages were inevitable, DPE had

to face a lot of trouble like expense a lot of money, time, loss the procurement items, even back the funds to the Development Partners, and so on.

Table-3: A Table showing the time taken after opening Bids (proposals) for evaluation and the extension of validity period and the fate the procurement packages.

Sl	Name of Procurement Package	Procurement category/Type	Time taken for evaluation & Approval	Remarks
1	Procurement of 3930 Multimedia Projectors	Goods	About 7 months	Process Cancelled ¹
2	Procurement of 3504 Laptops	Goods	About 5 months	Procure in next year ¹
3	Procurement of 3504 Multimedia Projectors	Goods	About 5 months	Procure in next year ²
4	Selection of Engineering Firm for Quality Assurance of Civil Works	Services	About 5 months	DPE could not meet DLI*

From the data of the above table it should be given clear information that MoPME ordered DPE to initiate re-bidding process for the same instead of approving Bid Evaluation Committee's (BEC) recommendation. The BEC recommended issuing Notifications of Awards in favour of evaluated 1st lowest bidder for supplying of 3930 Multimedia Projectors. MoPME stated that the offered price for the Multimedia Projectors were much higher than the estimated cost. But it was found observing the BEC's minutes BEC compared the estimated cost and the offered prices and recommended as they considered the rates were not substantially higher. Accordingly, DPE annulled the procurement process and again sought the prior "no objection" to WB for the same. The WB did not give no objection" for re-bidding for the same procurement process as the MoPME's argument. Finally the WB cancelled the process and DPE could not procure those 3930 units of Multimedia Projectors for its project. It was also found that if DPE was the approving authority, then it would be approved and consequently DPE could be able to procure those 3930 units of Multimedia Projectors. But for compliance of the Delegation of Financial Power of the PPR, 2008

was praised by the ADB, OECD (2006). But this big procurement package was severely suffered only for the DoFP and Rules of PPR itself. That is why the risks are also associated in every steps of the legal framework of public procurement.

From the above table a service procurement package was described for the sharing the information that the Technical Proposals were opened on June 19, 2014 and after a long time, the Consultant Selection Committee (CSC) completed the evaluation process and DPE could not sign the contract with the 1st ranking Firm within a given time set by the Development Partners (DPs) and as a result DPE could not meet the Disbursement Linked Indicator (DLI) consequently DPE lost 20 Million USD from the DPs.

Other incident was that the BEC was at the verge of completing the evaluation process of procurement of 3504 units of Laptops and 3504 units of Multimedia Projectors. By this time the original Bid Validity Period elapsed and DPE extended the Bid Validity Period for two times (each time DPE extended 56 days). MoPME did not approve the DPE's third request of extending the Bid Validity Period. That is why the Bidding processes were automatically go invalid after the validity was over. And only for this reason all the expenditure, efforts, labors and valuable time were in vain without any gain. Consequently DPE started again from the prior "no objection" from WB for the same procurement processes.

Consequently, DPE could not meet the target of expending the money allocated for the procurement of 3504 Laptops and 3504 Multimedia Projectors packages in the Financial Year of 2013 – 2014 completing the processes. It was found that the 5 months were elapsed after the bids were opened for approving the package by the competent authority. Consequently DPE failed to complete the procurement activities in the same financial year as per APP.

The PPR, 2008 main provision (but not limited to): The Evaluation Report shall be finalised in a timely fashion in order that the Notification of Award can be issued

before the expiry date of the validity of Tenders, without the Procuring Entity having to seek an extension to the validity of the Tenders. Tender Evaluation Reports shall be sent to the Approving Authority in accordance with Rule 36. The Approving Authority shall review and approve the award recommendation or raise objections, if any, within the time specified in Rule 36.

Q-16: Does DPE issue Contract Awards (Notification of Awards) to the winning Tenderer / Bidder and take acceptance in writing?

From the 100% respondents as well as from the secondary source we found that DPE issued all the Notification of Awards (Contract Awards) for all procurement packages to its winning Tenderers/ Bidders. We also analyzed the records and files to justify the event and it was found that DPE invariably issued the Notifications of Awards (NOA) to the winning Tenderers/ Bidders within the 7 days of arrival of the approval of the recommendations of the Tender Evaluation Committee or Bid Evaluation Committees from the competent authority (as per DoFP).

For the second part of the question we found that for all the Bidders who win in the International Competitive Bidding processes accepted the NOA or CA in writing. But it was found that some of the winning tenderers who were in the National Competitive Tendering or National Open Tendering processes did not submit any found acceptance letter when receive the NOA/ CA. Even in some cases it was found that a number of tenderers never submit the acceptance letter after received of NOA and before signing the contract. But it is an obligation to accept the NOA in writing as per rules. Though it is a low level risk in the general sense, but if the Tenderer or Bidder is not in a position to sign the contract or if it fails to send the acceptance, then the PE (here DPE) can take necessary action saving the lead time immediately after the issuance of NOA in accordance with the PPR even PE can notify the next one.

The PPR, 2008 provision (but not limited to): Prior to the expiry of the Tender validity period and within one (1) week of receipt of the approval of the award by the

Approving Authority, a Procuring Entity shall issue the Notification of Award (NOA) to the successful Tenderer. The Notification of Award shall be accepted in writing by the successful Tenderer within 7 days. If the successful Tenderer does not provide his or her acceptance within the period specified in Schedule II, his or her Tender security shall be forfeited and the second successful Tenderer shall be invited.

In the audit report we found that the two contract packages such as GD 226.01-Compose, Printing & Binding and Supply of Guidelines, Training Manual and Hand Book for PTI Management (Contract Value: BDT 11,63,350.00) and GD 243.01-Printing & Supply of Poster (Contract Value: BDT 15,90,000.00) were Notified and signed the contracts after taking the Performance Security (PS) but without taking acceptance letters from those two tenderers even in the same financial year.

Q.-17: Does DPE addresses reply the Complaint(s) if any person/ firm/ organization request?

Again a mixed answer was found for this question. The outsiders respondents answered differently as this information was not related to all of them. Some were complaints to DPE. DPE responded accordingly. The DPE staffs under survey responded that DPE replied all the complaints so far it received within the working days allowable for a PE in accordance with the provision of PPR. This claim was justified from the file records. We found that DPE responded all the complaints to the aggrieved people/ person/firms/ or organizations. In addition to this DPE sent copies to its higher authority or to the Development partners (most of the cases the World Bank). Even for the sake of replying the complaints to the aggrieved person and because of shortage of time the bid validity period was extended in one case though it was a burdensome work for the PE to take approval of the extension of Bid Validity period from the competent authority and request the bidders.

PPR, provision (but not limited to): In the first instance, the Person shall submit his or her complaint in writing to the concerned officer of the Procuring Entity (such as, the Project Director (PD), Line Director (LD), Project Manager (PM), Procurement Officer, Officer assigned for Procurement who issued the Tender or Proposal Document.

The officer concerned shall consider the subject matter of the complaint and decide whether to reject the complaint or to take any corrective action. The officer concerned shall, within the period specified in Schedule II, issue a written decision to the Person, stating either the reasons for the rejection of the complaint or advising what corrective actions have been or will be taken, such as, issue of an addendum amending unacceptable provisions in the Tender or Proposal Documents.

The inclusion of the Right to Complaint provision in the PPR of Bangladesh was recommended in the Country Assessment Procurement Review (2002) by the WB and profusely praised by the ADB and OECD, 2006. So, there is a risk of non replying if any complaint submitted properly.

Q.-18. Does DPE ensure post –qualification for all packages as a part of the evaluation process?

The very question is a measure of tackling the fraudulent practice adopted by the Tenderers (Bidders) submitting the fake papers or documents with the tender (bid) for bring the evaluation decision in favour of the fraud tenderers (bidders). Actually post-qualification is a method with which the procuring entities do the physical verifications or taking the authentic documents from the issuing organization(s) from where the tenderers collected as experience.

The respondents were in favour of DPE's activities about the activities relating to the post-qualification as a part of the evaluation in the public procurement process. Very interestingly we found that the outsider respondents also expressed the fact which is in favour of DPE about this activities, because the tenderer also known the DPE's

activities as being informed by the Bank or the certificate issuing agencies. And sometimes tender(s) who were the fraud must know the DPE's activities as they were punished sometimes in a different scale.

We found from the records and files that DPE took the right decisions in different recent cases of curbing fraud practices adopted by four tenderers in different procurement packages.

Table -5: Table shows the tenderers were punished for submitting Fraudulent Practice in the procurement processes of DPE.

Sl	Name of the Tenderers	Name of the Procurement Packages	Reason for Punishment	Remarks
1	M/s Glabal Brand Pvt. Ltd.	Supply, install and testing of 260 units of Computers	Submitted fake document with the tender.	Debarred
2	M/s Udoy Limied	Supply, install and testing of 260 units of Multimedia Projectors	Submitted fake experience document with the tender.	Debarred
3	M/s Priyanka Publications.	Supplying of Optical Mark Reader (OMR) Sheet	Submitted fake experience document with the tender.	Not debarred as the procurement was not completed
4	M/s R. J. Printing and Packaging	Printing and supplying of DPED Manuals	Submitted genuine but back dated experience certificate replacing new dates with the tender.	The TEC did not recommend punishing.

DPE invariably check all the authenticity of the documents and or papers submitted with the tenders as experience or as part of meeting condition(s) and get the evaluation decision in favour of its tender.

The PPR main provision (but not limited to): The TEC should contact the references given by Tenderers about their previous working experience to verify, if necessary,

statements made by them in their Tender and to obtain the most up-to-date information concerning the Tenderers. TEC may visit the premises of the Tenderer as a part of the post-qualification process, if practical and appropriate, to verify information contained in its Tender particularly when evaluating Tenders in respect of high value or complex Works projects. Even if a Pre-Qualification of Tenderers was previously carried out, the objective of the Post-Qualification shall be to determine whether the Tenderer is still capable and has the resources required.

The contract Management part is very much important in the sense that the ultimate output of the public procurement process ends and compares the value for the taxpayers' money. The quality of the goods/ services/ products must meet as per terms and conditions as for tendering process was adopted.

So, a number of risks are involved in this stage of the public procurement process. For ensuring the quality goods/products/ services the right person/ tenderer/ service provider was selected and contract agreement was signed through a transparent way and following different types of stages taking a lot of troubles by the Government staffs who were actually involved in the procurement processes shouldering the liabilities of all tax payers' money related decision. Here was the room to do the sacred duty of a government staff to serve the country. In accordance with the PPR, 2008 from the issuance of the Notification of Award (NOA) or the Contract Award in favour the winning tenderer to the handover of the object (goods, Services/ products) to the PE is normally fall under the Contract Management part of the Procurement process. That is why a number of risks are involved here to be confirmed about the products in right quantity, at right time, in right quality, at the right place under the government's ownership and risks.

To evaluate the DPE's contract management stage under the current study we made 5 questions to our 30 respondents including the Questionnaire as the primary source and from the file, records, audit reports and from the Standard Tender or Proposal Documents and PPA, 200 and the PPR, 2008 were used.

Q-19. DPE procures different types of goods and services. Do you think DPE can apply its proper judgment / professionalism for receiving goods/ accepting services deliverables?

Though there were three different categories of survey respondents in the current study such as DPE staffs, Goods suppliers and consulting firms' people who provided consulting services to DPE. But 100% of the respondents answered yes DPE expertly apply its judgment and the professionalism for receiving the goods in comparison to the specifications as the tenderer offered which were evaluated and included in the signed contract agreement. They left their experience at the time of receiving goods in some past procurement packages with DPE. In this case DPE constituted/ formed receiving committees with the expert members from the other government organization(s) and or from the ministry. In the receiving committees the line Division's people presided the receiving meeting as the user department.

On the other hand the consulting firm people answered yes DPE accepts its services or deliverables after the comments from the line divisions and in many cases based on the reports or deliverables certified by the user department. They also left their comments that many of the cases the user departments did not accepted the reports or deliverables commenting that the reports or deliverables were not up to mark as per TOR or Contract agreement and consequently reports had been changed and after the submission of the satisfactory report or deliverables the user department leaves their comment and finance division pay the bills.

We also compared these comments with the files and records and evaluated the fact. We found that for each and every contract packages there were one receiving committee. The committees convened meeting and compared/ tested/ checked the specifications of the supplied goods with the contract agreement. Both the quantity and quality were verified and finally the receiving committee recommended passing the bills if it finds that all the items were satisfactory. We should mention that during the receiving of 10 units of 10 KVA UPS it was found that the supplier supplied 3 old and used UPSs and 7 were unused and new as was mentioned in the contract

agreement. During the testing by the receiving committee it was proved that the 3 UPSs were not genuine as DPE's requirement. The receiving committee tested the UPSs with cutting the electric power off. The UPSs switches power on and loaded the full rated requirement, the committee found that 3 out of 10 UPS were not genuine. They rejected the used and old 3 UPSs and received 7. The supplier changed those 3 UPSs and after getting the genuine UPSs receiving committee accepted the UPSs.

We would also like to mention another risky and burdensome work done by the DPE people for receiving the Textbooks at the Upazila Education Offices (UEO). At the Upazila level the bundles of 50 or 100 books were checked and counted for matching both the quality and quantity. We found that DPE (Head Quarter) collected reports from the UEOs and based on the satisfactory delivery reports from the UEOs DPE HQ paid the bills to the printing presses owners. We also found that the DPE curtailed bill for penalizing the shortages of number (quantity) and low quality binding and even low quality packaging of the delivered textbooks.

The PPR main provision (but not limited to): The Procurement Entity shall apply professional ethics for adopting the contract administration and management techniques to ascertain the proper implementation of the signed contracts in line with the agreed conditions covering delivery, payments, quality control, contract implementation, liquidated damages and other related issues.

The Procuring Entity shall ensure that Goods, Works or Services to be procured conform to the technical requirements set forth in the procurement Contract, and for such purpose, the Procuring Entity may establish inspection and testing facilities, form inspection teams, enter into arrangements for the joint or collective use of laboratories and inspection and testing facilities, and contract with others for inspection or testing work as needed.

The Project Manager shall check compliance with the technical specifications of Goods and arrange for inspection of its quality and quantity. The Procuring Entity may

engage an external agent for the purpose of conducting pre-shipment inspection of Goods. The Project Manager shall check the compliance with delivery schedule and conditions and, arrange to settle delays. The Project Manager shall arrange timely payments following the contract terms and irrevocable letter of credits; The Project Manager shall ensure compliance of maintenance guarantee, after sales services and warranty obligations; The Project Manager shall ensure the application of the General Conditions of Contract and other terms specified in the Particular Conditions of Contract.

Q.20. Does DPE take no objection from the Good receiving Committee or from user departments about the quality of the goods/ services before paying the bills to the supplier?

The finance wing of the Finance Division deals with the financial activities exclusively. In this connection it should also mentioned that the Procurement wing conduct the procurement activities based on the requirement and they forms committees/ prepared specifications through the committees. On the other hand the finance wing deals with the financial dealings.

After the submission of Bill(s) by the Tenderer/ Bidder on completion of successful delivery or submission of deliverables by the consulting firm the finance wing takes comments from the procurement wing about the contract agreements, conditions, payment schedule and payment terms and conditions etc.

The procurement wing provides all the related copies of the said contract agreement to the finance wing. Then the finance wing put the Bill up in the respective file for initial stage of payment to a particular supplier/ service provider.

And finally the finance wing send the file with all the particulars and contract agreement to the user department for a comment or remarks on the payment for the goods/ services provided and being used by them. The user department makes its comments on the file with their satisfaction the finance wing recommends to Director

General for passing the Bill. After approval of the bill from the Director General of DPE the finance wing send a copy of the bill to the Chief Accounts Officers (CAO) office to make clear and issue a cheque to pay the supplier/ service provider from the DPE's accounts (Government Exchequer).

The PPR main provision (but not limited to): The Procurement Entity shall apply professional ethics for adopting the contract administration and management techniques to ascertain the proper implementation of the signed contracts in line with the agreed conditions covering delivery, payments, quality control, contract implementation , liquidated damages and other related issues.

Based on the PPR provision DPE Tender Documents were observed and it was found that DPE invariably mentioned that after having received the goods and acceptance by the user department DPE will pay the bills within the 30 days of submitting the bills from the supplier/ service provider. In line with the PPR provision mentioned in the above paragraph, for ensuring quality and quantity of the supplied goods by the suppliers or the quality of the deliverables by the service providers DPE set its norm that the user department must have a comment on it, which is a powerful tool to avoid corruption or fraudulent practice might be originated any of the wings of DPE or from the suppliers side. DPE never take comments from the procurement wing for paying the bills but to collect the contract term and conditions. It is an ethical standard of DPE where there is check and balance measure for achieving the ultimate goals using the taxpayers' money.

It should be mentioned here that DPE also signed a contract with an engineering firm for monitoring and supervision of the civil works for construction of School Buildings and toilets/ wash blocks in the Primary schools across the country by the Local Government and Engineering Department (LGED) and the Department of Public Health Engineering (DPHE) as DPE technical hand making sure the quality construction.

Q.21. Does DPE apply Liquidated Damage clause for late delivery?

DPE apply Liquidated Damage (LD) clauses for the delivery excepting the consulting firms people who were surveyed for this study did not give answer to this question as they never faced this LD penalties for late delivery, all other respondents were in favour of DPE for applying this clause for minimizing the risk related to the delivery period.

This question included in the questionnaire of this study as the provision of Liquidity Damage (LD) for the late delivery of the goods is a very influential tools for minimizing and curbing the corruption about the delivery of the goods at the right time and at the place in the public procurement process. It is mentionable here that the extension of time period of delivery of the goods is also related to the LD clauses upon satisfactory convincing ground based in the terms and conditions of the contract and other situations.

We reviewed the records and found that DPE applies LD clause very strictly for ensuring timely delivery of the goods. A table is given below showing the LD clauses contract packages of DPE procurement processes.

Sl	Name of Tender Package	Contract Value (lakh Tk.)	Liquidity Damage (lakh Tk.)
1	Procurement of 464 Laptops	272.00	13.00
2	Procurement of Computer toners, and Accessories	5.40	0.027
3	Printing, Binding and Distribution of Textbooks for Grade I – V Pupils.	20000.00	50.00

DPE did not approve the time extension of delivery period of Flora Limited for the 464 units of Laptops procurement package. As M/s Flora limited applied for the extension of time period of delivering the 464 units of Laptops as the country's sociopolitical situation hindered the transportation and Clearing & Forwarding their products from the sea port.

Based on the Flora Limited's request DPE analyzed the situation and observed the terms and conditions of the contract agreement for extending the delivery time period. Finally DPE could not accept the Flora Limited's request. Because there was no any convincing ground analyzing the contract conditions and the submission of application. Actually DPE found that M/s. Flora Limited applied after the elapsed of the original delivery time and the sociopolitical situation was not considered as the Force Majeure defined in the PPR, 2008. For extending the time period of delivery of the contract goods is depending upon the application of the supplier upon knowing the Force Majeure is taking place and obviously before the original delivery time period is elapsed.

But DPE approved the extension of delivery time period to the application of M/s Orient Computers limited for delivery of 260 units of Multimedia Projectors. As there had been sufficient convincing ground analyzing the Terms and Conditions of the contract and other relevant situations of extending the delivery period.

The PPR main provision (but not limited to): The Procuring Entity shall take follow-up steps as mentioned below in regard to payment of those liabilities for which the supplier or contractor shall be liable for payment of an agreed sum as specified in the Particular Conditions of Contract, for the cause of delay in the performance due under the contract such as -

- (a) recovery of the agreed sum to be paid per time-unit of delay;
- (b) recovery of the amount due under the liquidated damages;
- (c) not relieving the supplier or contractor of its contractual obligations by virtue of payment under the liquidated damages.

The provision of imposition of Liquidated Damage (LD) is a very influential and useful tool of curbing the corruption and fraudulent practice during the handover of the supplied goods providing inferior quality and less quantity, the PPR frame it to curb the bad practice in the contract management stage of public procurement processes.

Q.22. Does DPE penalize the supplier/ services provider for not meeting the warranty period by the performance provider (supplier/ service provider) not as per the contract?

All the respondents answered that DPE must penalized supplier and service providers for not smooth passing the warranty period of the goods. If the goods or parts of it go out of order then the DPE calls that particular supplier who supplied this goods for repair and come the goods in to effect. In this case if supplier does not come or does not repair the goods then DPE send letter to the respective branch of Bank and make cash the deposited Performance Security (PS) whatever the form of the deposited PS in favour of DPE. In some of the cases DPE does not encash the Performance Security (PS) in favour it and after the submission of the application of withdrawal of the deposited PS by the tenderer/ service providers/ bidders DPE's Finance Division takes the opinion or comment of the user department referring their contract agreement and the user department gives the comment based on the actual situation. Even DPE Head Quarter take the report from its field offices where the goods were installed or commissioned and working. On the basis of field offices' information or report prepared by the user department DPE passes bills or penalizes the suppliers.

It was found that a supplier supplied computers and printers back in 2011. After elapsed of 2 years and 7 to 8 months some of the printers were out of order. Then DPE requested the supplier for repairing or replaced the printers, but the supplier could not do so. After the expiry of the warranty period of the supplied goods, the supplier requested DPE to refund it deposited PS. DPE collected information or comment from the user department as well as its field offices (where some of the computers and printers were installed. Based on the comment or report DPE penalized the supplier. In this case DPE did not release the deposited PS to the supplier. DPE issued a letter to the supplier for depositing money as penalty for the defective products and it services for some times to the government exchequer mentioning the amount. The supplier deposited the money of the same amount as penalty and then DPE released the PS deposited in its custody to the supplier after the verification and having been confirmed that the amount was deposited by the supplier to the government exchequer.

This question was included in the study questionnaire as the contract management part of the public procurement is very important. Whether the ultimate output was achieved or not using the tax payers' money is the main issue. If DPE did not deduct money or forced to deposit money to the government exchequer then the suppliers would deceive always giving false assurance about the after sales services to the supplied goods for smooth working as per DPE's requirement.

From the records and files it was found that DPE always verify the authenticity of the Performance Security (PS) after the submission by the supplier before the contract signed. The PS is very much important tool for perform the work and smooth working of the goods in the whole warranty period. Actually 10% amount is normally fixed for the PS of the contract price is not a matter of easy think. That is why many of cases the supplier submit the fake PS to the PE. So, here is a risk of being fraud by the tenderer. It is mentionable DPE so far received a number of fake PS from the tenderer and it took necessary action as per PPR, 2008.

We would like to mention a recent case of taking additional Performance Security (PS) from the supplier to smoothly cover the warranty period. DPE made a contract with M/s Flora Telecom Limited for Supplying, Installing and Testing of 3930 units of Laptops for its Primary Schools after completing the Bidding process followed by the WB Guidelines. After opening the Letter of Credit (LC) M/s Flora Telecom Limited supplied 3930 Laptops to DPE in accordance with the delivery schedule. In accordance with the Terms and Conditions mentioned in the Bidding Document as well as in the Contract Agreement DPE randomly select 40 Laptops and sent to Bangladesh University of Engineering and Technology (BUET) for testing those. After BUET testing it was found that there were some confusions with the factory preloaded MS with DVD and others. DPE requested M/s Flora Telecom Limited to correct the goods. M/s Flora Telecom Limited replied that the goods were supplied as specifications. Again DPE sent the M/s Flora Telecom Limited's claims to BUET. BUET sent reply to DPE stating that the goods were not supplied as per specifications. Consequently a lot of time elapsed finally DPE sought help from MoPME. Then

MoPME directed DPE to receive the Laptops with putting some conditions to cover the warranty period and taking additional Performance Security (PS) from M/s Flora Telecom Limited to smooth performance of the Laptops as the earlier furnished PS has already elapsed a lot of time. DPE received additional PS from M/s Flora Telecom Limited and verified it corresponding with the issuing Bank and then received those Laptops with compliance of the other conditions imposed by the MoPME.

The PPR main provision (but not limited to): The successful Tenderer shall submit a Performance Security to the Procuring Entity within given time. The Performance Security shall be in the amount specified in the Contract conditions, issued by a bank acceptable to the Procuring Entity, and denominated in the currencies in which the Contract Price is payable. Performance Security shall be valid until a date twenty eight (28) days beyond the Intended Completion Date unless no retention money has been kept in which case the validity shall follow the provision of Rule 27(7)&(8). The Intended Completion Date is applicable for the Works which is an indication that the period must be up to the warranty period and 28 more days.

Q. 23: Does DPE maintain records of procurement and make available records of procurement proceedings?

The respondents positively answered to this question. During the visit it was found that DPE maintains all the records and files of the procurement packages and its related files like Annual Procurement Plan (APP), Public Procurement related committee formation records and other records were kept safely in the finance and procurement division.

After the financial year ends regularly Post-Procurement Activities (Audit) were done by the Government Audit Team. And the WB and ADB also send the audit firm to carry out audit beyond the government audit. It was also found that DPE helped the

audit team and audited files and records were also seen keeping safely in DPE. For the past several years' files and records were also found in DPE.

The PPR main provision (but not limited to): When a specific Procurement activity has been completed, either by signing of a Contract or termination prior to signing of a Contract, the record of that activity shall be made available to any concerned Person. Notwithstanding anything contained under Sub-Rule 1 , a Procuring Entity shall not, unless ordered to do so by a competent court, disclose information if its disclosure -

- (a) would be contrary to the Laws of Bangladesh; or
- (b) would impede law enforcement; or
- (c) would not be in the public interest; or
- (d) would prejudice the legitimate commercial interest of the parties; or
- (e) would prevent fair competition; or
- (f) relates to the examination and evaluation of Tenders, Proposals or Quotations and the actual contents of those Documents, other than a summary of the evaluation of Tenders, Proposals or Quotation received.

It is a very risky area that the PE does not care for preserving the records and files of the procurement procedures.

5.0 Findings and Recommendations

5.1 Findings

After the analysis of the data taken from the survey and from DPE's Finance and Procurement Division we observed that a number of findings were seen from the records and files. Now the findings are presented below:

5.1.1 Findings on APP

DPE prepares, approves and publishes the Annual Procurement Plan (APP) in its Notice Board as per PPR. But for the revised APP DPE does not publish. So, risk may originated from planning stage.

5.1.2 Findings on using RFQ:

In our observation it was reveal that DPE is procuring readily available in the market standard off-the-shelf Goods and related Services in compliance with the PPR, 2008, though there were very little deviations reported by the audit firm and being a very large government organization in Bangladesh handling a giant project could not comply PPR Rule only for annual cumulative value for meeting its essential procurement. There is a room to make necessary changes in this regard considering projects budget.

5.1.3 Findings on Publication of Procurement Opportunities:

DPE published all of its procurement opportunities for the public in a transparent way applying its judgment in the widely circulated at least two daily news papers and for some big procurements in CPTU's and its own websites in compliance with the PPR, 2008 provision. DPE published its corrigendum(s), if any, in all the places from where the publications were mentioned for the first time in that particular procurement. But DPE published some procurement notices in both the famous and non-famous news papers.

5.1.4 Findings on Tender Document Sale Register:

DPE made available all the Bidding Documents available for selling to the potential Bidders in all the ICB procurements. But in some of the national tendering processes it cannot prepare and maintain the prior preparation of Tender Document for selling to the prospective tenderers with the publication of procurement opportunities in the news papers which is slightly risky.

5.1.5 Findings on Preparation of Technical Specifications:

DPE is in line with the PPR, 2008 provision for the preparation of technical Specifications for its all types of procurement packages.

5.1.6 Findings on Provision of Multiple Dropping Center:

DPE does not keep the provision of Multiple Dropping Center even for the procurement packages using DPE's revenue budget following the PPR Guidelines. DPE has not keeping the provision of Multiple Dropping Centers taking the prior approval from it Secretary of MoPME. And it is clear that the PPR, 2008 provision about the Multiple Dropping Centers is discouraging in consideration of the sociopolitical context. It was found that DPE received only one tender in a number of procurement packages, which was also reported by the audit team. In Bangladesh, there is every possible to prohibit the innocent tenderers to drop their tenders by the musclemen and or the bad practitioners who attack on the innocent tenderers on their way to submit the tenders. The PPR, 2008 tools of curbing Coercion Practice is not as stronger as the other prohibited practice tools are. In addition, WB funded procurements are done following the WB guidelines where there is no any provision of Multiple Dropping Center.

5.1.7 Findings on Impact of Multiple Dropping Center:

Based on the respondents' opinion and reports on the sociopolitical conditions, we found that the provision of Multiple Dropping Center is better for wider completion

and consequently reduces the Coercion Practice by the bad practitioners in the public procurement process.

5.1.8 Findings on arrangement of tender receive:

DPE did not make any arrangement that could be easier to the tenderers for submission of tenders in any day and any time before deadline after from the publication of Invitation For Tenders (IFT).

5.1.9 Finding on Impact of APP and its implementation:

DPE and NCTB do not start the procurement activities of the time sensitive procurement packages.

5.1.10 Findings on holding pre-tender meeting and its amendments:

DPE holds pre-tender meeting for highly technical procurement packages. But sometimes it could not prepare the pre-tender meeting minutes and consequently could not distribute in time. So, tender submission time must be extended which origins other type of risks.

5.1.11 Findings on tender evaluation:

(a) DPE is in line with the PPR. But from observation of the TEC Minutes it was found that in some of the cases DPE applied its own judgment for the tender evaluation decision showing arguments that it will save money, save lead time, for the sake the quality etc in different cases. But after a few months the tenders were not evaluated on the same arguments though the case was same.

(b) DPE could not complete the evaluation process of some bid procurement packages for both Goods and Services as per SCHEDULE- III, Part-A: [Rule 8(14)], Procurement Processing and Approval Timetable of PPR, 2008.

5.1.12 Findings on applying of Delegation of Financial Powers:

DPE very much conscious about the application of the Delegation of Financial Power (DoFP) for approving the Tenders /Bids / Proposals before Awarding the Notifications/ Contracts for all the packages. But DPE could not complete evaluation process within timeframe as PPR, 2008.

5.1.13 Findings impact of acceptance of NOA:

DPE could not show the acceptance letters from the tenderers. So it violated the PPR, 2008 Rule 102(4).

5.1.14 Findings on Complaint mechanism:

DPE was in compliance with the replying of complaints.

5.1.15 Findings on impact of Post qualification:

DPE regularly follows the Post-Qualification as a part of the Evaluation process and penalized the fraud tenderers. Consequently it could prohibit/ curb fraudulent practice.

5.1.16 Findings on impact of formation of goods receiving committee: Constituting different types of the receiving committees based on the nature of goods and sometimes the respective expert members were included in the committees, DPE received all the goods as per technical specifications and requirements. DPE invariably applies its professionalism for receiving the actual goods with the quality and quantity.

5.1.17 Findings on contract administration and management:

The PPR provision on the contract administration and management is to apply of the professional ethics and professional judgment of the PE ensuring the achievement of ultimate goal of the procurement. But there are no very specific guidelines about the formation of committees or other types of checklist for handover the product or goods

or services in the PPR for the PEs. DPE's norm about the receiving of supplied goods or deliverables of service providers is very much logical and should be praised.

5.1.18 Findings on imposition of Liquidated Damage (LD):

The current study was conceived to see how DPE applied the LD provision in its procurement packages among other provisions. In doing so we found that DPE rigorously imposed LD to curb the bad practice adopted by the tenderers/ Bidders/ Suppliers.

5.1.19 Findings on impact of keeping PS up to warranty period:

DPE is very strong applying its judgment to reduce the risk related to the warranty period and always tries to keep the supplier under observation with a provision of depositing 10% PS in its custody.

5.1.20 Findings on maintaining procurement records:

DPE is very careful of preserving the records and files of the Procurement procedures in its custody safely.

5.2 Recommendations

5.2.1 DPE needs to pay more attention of revising APP and timely execution of the procurement packages included in the APP in line with the PPR, 2008.

5.2.2 (a) As there is an obligation not exceeding the annual cumulative value for procuring the goods in the same financial year through RFQ method, DPE must obey the rules. In this regard DPE should think of inclusion of some RFQ procurements in the Open Tendering Methods making package value larger for same nature of goods.

(b) DPE may write to CPTU for taking action or relaxing the obligation of obeying the annual cumulative figure for procuring low value, readily available and off the shelf goods and related services through the RFQ methods which were inevitable for the giant projects.

(c) The Central Procurement Technical Unit (CPTU) may consider this situation for arranging options of the limit of annual cumulative value based on the Development Projects size or nature.

5.2.3. DPE needs a decision about the selection of News papers in which its procurement opportunities of Invitations published discarding some non-famous news papers.

5.2.4 The higher authority of DPE must check whether the operation level officers prepared the tender documents or not during the approval of publishing the invitations (IFT). There is a possibility of information gap between the already published Invitation and the Tender Document. It is a valid ground of being complaints from the tenderers who could not buy tender document with publication of IFT.

5.2.5 DPE prepared Technical Specifications in a wider range and un-biased way with the members of the relevant field of procuring objects/ products. DPE should continue this process.

5.2.6 Considering the sociopolitical context of Bangladesh the current provision of Multiple Dropping or Submission Center should be revised. As it is a strategic level of risk mitigation tool, the Central Procurement Technical Unit (CPTU), Bangladesh can take the chance to revise the present Multiple Dropping Center provision. Since all the government agencies will not be able to adopt electronic Government Procurement (e-GP) system immediately for shortage of both the administrative and technical capacities. In this case the provision of MDC may be the decision of the PEs.

5.2.7 Procurement packages of below BDT 30 lakh have no chance to apply the MDC as per present provision and BDT 30 lakh or higher value packages may apply MDC provision subject to prior approval from the secretary, which is obviously discouraging. In this case the provision of MDC should be kept open upon the PEs decision.

5.2.8 DEP should keep the provision of Multiple Dropping Center for applying in next procurement processes taking prior approval from the Secretary of MoPME as per current provision, so that DPE can arrange receiving tenders in more than one places instead of receiving only at the secretariat gate and only in the morning of the deadline to create congenial environment for smooth dropping of tenders.

5.2.9 DPE has a strong Information Management Division (IMD) headed by the Senior System Analyst with a number of System Analysts and Programmers as well as logistics such as a number of dedicated hi configuration servers and others. So DPE has to adopt the electronic Government Procurement (e-GP) system to uphold its reputations in the field of public procurement in the country.

5.2.10 Successful implementation of the time sensitive procurement packages mentioned in the APP is very important, that is why DPE must request NCTB to start the procurement activities so that the Free Textbooks for Grade I to Grade V get printed and distributed before December each year pupils as per APP.

5.2.11 DPE should be prompt about the preparation minutes of pre-tender meeting so that it can distribute to all the tenderers without extending the submission time which have another risks like failing lead time, extra expenditure of money.

5.2.12 (a) DPE's Tender evaluation committees (TEC) evaluated the tenders based on the pre-disclosed criteria. But in some evaluation cases where the exception situation were prevailed TEC should evaluate tenders applying its judgment along with the pre-disclosed criteria mentioned in the Tender document.

(b) DPE's top authority must oversea and monitor each steps of procurement process particularly the evaluation step to complete the procurement process within the time as per SCHEDULE- III, Part-A: [Rule 8(14)], Procurement Processing and Approval Timetable of PPR, 2008.

5.2.13 DPE should continue the process of replying the complaints as it has been practicing for last several years.

5.2.14 DPE also should continue the application of the Post-qualification as a part of tender/ bid evaluation process to curb fraudulent practice adopted by the unscrupulous tenderers /businessmen.

5.2.15 DPE should continue its professionalism in the contract administration and management stage forming receiving committees with inclusion of the technical outside members, imposing the Liquidity Damage, Penalizing the suppliers who could not meet the warranty of the supplied goods.

6.0 References

- Asian Development Bank. 2012. *National and Sector Level Risk Assessment and Risk Management Plans for Kazakhstan in relation to Public Financial Management, Public Procurement and Anti-Corruption*. Unpublished. Available on request.
- ADB and OECD, 2006. *Curbing Corruption in Public Procurement in Asia and the Pacific: Progress and Challenges in 25 Countries*, <http://www.oecd.org/site/adboecdanti-corruptioninitiative/37575976.pdf>.
- African Development Bank and African Development Fund. 2014. *Fraud & Corruption (2014), Summary of Literature on Fraud and Corruption in Public Procurement*.
- Albano GL, Dae I-K (2010). "Special Issue International Public Procurement: Introduction". *J. Public Procurement* 10(3). PrAcademics Press.
- Assar, S & Boughzala, I. 2008. "Empirical Evaluation of Public e-procurement Platforms in France." *International Journal of Value Chain Management*, 2 (1): pp 90-108.
- Auriol E (2006). "Corruption in Procurement and Public Purchase." *Int. J. Ind. Organ.* 24:867-885.
- Central Procurement Technical Unit. www.cptu.gov.bd.
- Central Procurement Technical Unit. 2006. *The Public Procurement Act 2006*. [pdf] Available at: <<http://www.cptu.gov.bd> [Accessed December 2014].
- Central Procurement Technical Unit (2008), *Public Procurement Regulation 2008* [pdf] Available at: <<http://www.cptu.gov.bd> [Accessed December 2014].
- Central Procurement Technical Unit (2008), *Standard Tender Document on Procurement of Goods, Book 3 (PG3)*, Available at: <<http://www.cptu.gov.bd> [Accessed December 2014].

Central Procurement Technical Unit (2008), *Standard Request For Proposal Document on Procurement of Services, Book 7 (PS7)*, Available at: <<http://www.cptu.gov.bd> [Accessed December 2014].

Fitzpatrick, Sean (2003). *Controlling Fraud and Corruption in Public Procurement*, Quartal 2003, NORD-Sud aktuell, pp 283 – 294.

Government of South Australia. 2012. *Guidance Note on Risk Management in Procurement*.

Iona Livia *et. al.* 2010. Risk Management in Public procurement Process. *Studies and Scientific Research. Economics Edition*, pp 389 – 396.

Kalubanga Mathew *et al.* 2013. *Studied on the effects of fraudulent Procurement Practices* on Public Procurement Performance in the context of Uganda.

Kari Heggstad, *et al.* 2010. *The basics of Integrity in Procurement (A Guidebook)*, Version 3, 23 February 2010.

Kenya Anticorruption Commission and Public Procurement Oversight Authority. 2009. *Corruption Prevention Guidelines in Public Procurement*.

Kirsten E. J. 2012. *Risk Management in Public Procurement, Discussion Note*, United Nations Procurement Capacity Development Countries.

Legislative Guide for the Implementation of the United Nations Convention against Corruption, UNODC, 2006. http://www.unodc.org/pdf/corruption/CoC_LegislativeGuide.pdf.

Leipold K. 2004. “The World Bank E-Procurement for the Selection of Consultants: Challenges and Lessons Learned”. *J. Public Procurement* 4(3). PrAcademics Press.

Leipold, K. 2007. *Electronic Government Procurement (e-GP) Opportunities and Challenges*. Modern Law of Global Commerce, Congress to celebrate the fortieth Annual Session of UNCITRAL Vienna, 9 – 12, July, 2007.

- Mahmood I. A. S. 2010. Public procurement and corruption in Bangladesh confronting the challenges and opportunities. *J. Public Adm. Policy Res.* Vol. 2(6) pp. 103-111 December 2010 (pg 103 – 111).
- Mahmood I. A. S. 2013. Public procurement system and e-Government implementation in Bangladesh: The role of public administration. *J. Public Adm. Policy Res.* Vol. 5(5) pp. 117-123, September 2013 (pg 117 – 123).
- Mi J. L. 2010. “An exploratory study on the mature level evaluation of E-procurement Systmes”. *J. Public Procurement 10(3)*. PrAcademics Press.
- Parida U, Parida V (2005). E- Procurment: an Indian and Swedish Perspective, unpublished master thesis, Luea, Sweden, Lulea University of Technology.
- Procurement of Innovation Platform, ICLEI- Local Governments for Sustainability, Wolfgang Teubner. Introduction to risk management in the Public Procurement of Innovation (1st edition).
- Richard Pennington *et. al.* 2007. categorized public procurement process in the broad need (as 3 pillars).
- Schapper, P. R. 2006. “An Analytical Framework for the Management and Reform of Public Procurement”. *Journal of Public Procurement* - Vol. 6 Nbr. 1/2. PrAcademics Press.
- The Public Procurement Act (2006). Act No. 24 of 2006 of the Government of Bangladesh. [pdf] Available at: <<http://www.cptu.gov.bd> [Accessed December 2014].
- The Public Procurement Rules (2008) English Version (April 2008). [pdf] Available at: <<http://www.cptu.gov.bd> [Accessed December 2014].
- The Public Procurement Regulations (2003), 0201a - Procedures PRINTED VERSION (Sep 2004) and 0201a - Regulations PRINTED VERSION (March 2004).

TI Bangladesh (2009). “Governance, Structural Adjustment and the State of Corruption in Bangladesh.” [Online]. Available at <http://www.ti-bangladesh.org/docs/muzaffer/muzaffer.htm>. (Accessed on June 18, 2009).

UNCITRAL Model Law on Public Procurement, UNCITRAL, 2011. http://www.uncitral.org/uncitral/uncitral_texts/procurement_infrastructure/2011Model.html.

World Bank (2002). Bangladesh Country Procurement Assessment Report. [Online]: Available at www.worldbank.org.

N:B: Ministry of Industries wrote a letter to the DG, Bangladesh Institute of management (BIM), 4 Sobhanbag, Mirpur Road, Dhaka-1207, with memo number-36.00.0000.051.016.002.14.330, Dated: 30 October, 2014, ordering to reply on the Implementation of Law and Discipline related Cabinet Committee’s decision in its 4th meeting to Ministry of Industries about introducing tendering process into Online System. The letter having reference number of Ministry of Home Affairs: 44.00.0000.075.02.001.14.735, Dated: 19 October, 2014.

Questionnaire

Title of Dissertation: **An Evaluation of Risk Mitigation Strategies through prohibiting Corruption, Fraudulent, Coercion and Collusive Practices in Public Procurement Act, 2006; A Study on Directorate of Primary Education.**

Name: Md. Aminul Islam, Management Counsellor, Bangladesh Institute of Management (BIM), Ministry of Industries, The Government of the People's Republic of Bangladesh.

[This survey questionnaire is prepared to conduct an academic research. It is a partial requirement for the fulfillment of the Degree "Masters in Procurement and Supply Management" at the Institute of Governance Studies (IGS), BRAC University, Bangladesh. This work will be conducted under the direct Supervision of Dr. Ferdous Sarwar (Assistant Professor), IPE, BUET, Dhaka-1000. Your honest response is valuable for the research work. I do assure that the information given by you will be used only for the academic purpose.]

A: General Information

1. Designation:.....
2. Name of the Project/ GoB/ Organization:.....
3. Age:.....
4. Gender:.....
5. Year of experience in procurement activities:.....
6. Please mention your responsibility in relation to procurement (please identify only one):
 - a. I deal the tendering process with DPE on behalf of my organization.
 - b. I perform in the development of specification and bid document.
 - c. I act as Chairperson/a member of Bid /Tender Evaluation Committee.
 - d. I monitor and supervise the procurement practices
 - e. I approve the Bidding process.
 - f. I handle the contract with DPE on behalf of my organization.
 - g. Others (please specify).....
.....
.....
.....

B: Data from Tendering Stage

Q.1. Does DPE prepare, approve and publish the Annual Procurement Plan (APP)?

- a) Yes b) No

If no, please mention the rationality behind it.

Q.2.Does DPE apply the RFQ method unnecessarily that could be avoided?

- a) Yes b) No

Q.3. Does DPE publish Request For Quotations (RFQ) notice in DPE's website?

- a) Yes b) No

Q.4. Does DPE publish Procurement Opportunity in the Newspapers as per Rule-90 of PPR, 2008?

- a) Yes b) No

Q.5. Does DPE ready Tender Document prepared to sale with the publications of invitations and keep register for selling Tender Documents?

- a) Yes b) No

Q.6. Do you think that DPE's Standard Technical Specification Committee prepares un-bias/
wide range of specifications?

Low Competition, Medium Competition Satisfactory competition

Q-7: Does DPE apply the provision of Multiple Dropping Centre for submission of tender(s) or Bids?

For all procurements,	for general procurements	For special technical procurements

Q.8. Do you think that the provision of Multiple Dropping Centre can reduce Coercion Practice?

- a) Yes b) No

If no, please mention the reasons.....

Q.09. Does DPE make necessary arrangement so that tenderer(s) can submit tender(s) any day before the deadline?

- a) Yes b) No

Q.10. Does DPE form TOC & TEC before publishing the IFT and keep outside members in the committees as per PPR?

- a) Yes b) No

If no, please mention the reasons.....
.....
.....

Q.11. Does DPE suffer the high prices quoted by the tenderer in the time sensitive tenders?

- a) Yes b) No

Q 12. Does DPE arrange Pre-tender conference/meeting for each tendering process?

- a) Yes b) No

Q. 13. Does DPE ensure that the amendment (if any) reach to all the tenderers equally for tendering process?

Low Medium High

Also please mention others factors.....

Q.14. Does DPE evaluate tenders in accordance with the pre determined criteria as stated in the tender /RFP documents?

- a) Yes b) No

If Yes, please mention some reasons

.....
.....

C: Data from Evaluation Stage

Q.15. Does DPE approves all the tender evaluation reports in accordance with the Delegation of Financial Power (DoFP) and as per allowed time?

- a) Yes b) No

If Yes, please mention some reasons

.....

.....

Q-16: Does DPE issue Contract Awards (Notification of Awards) to the winning Tenderer / Bidder and take acceptance in writing?

- a) Yes b) No

Q.-17: Does DPE addresses reply the Complaint(s) if any person/ firm/ organization request?

- a) DPE never responded
- b) DPE always responded
- c) DPE responded in a low scale
- d) DPE Never received any complaints
- e) DPE replied all the complaints ever it received.

Q.-18. Does DPE ensure post –qualification for all packages as a part of the evaluation process?

- a) Yes b) No

D: Data from Contract execution/Management Stage

Q-19. DPE procures different types of goods and services. Do you think DPE can apply its proper judgment / professionalism for receiving goods/ accepting services deliverables?

- a) Yes b) No

If Yes, please mention the logic.....

.....

Q.20. Does DPE take no objection from the Good receiving Committee or from user departments about the quality of the goods/ services before paying the bills to the supplier?

- a) Yes b) No

Q.21. Does DPE apply Liquidated Damage clause for late delivery?

- a) Yes b) No

Q.22. Does DPE penalize the supplier/ services provider for not meeting the warranty period by the performance provider (supplier/ service provider) not as per the contract?

- a) Yes b) No

Q. 23: Does DPE maintain records of procurement and make available records of procurement proceedings?

Please put your valuable opinion (if any) in this regards

.....
.....
.....

-Thanks for Your Heartiest Cooperation-